

JUN 22 2022

10:05 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 28, 2022**

Originating Department: **Public Works**

Department Director:

AKC
Arturo Cervantes

Interim City Manager:

Y
Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3341 WITH JOHN L. HUNTER AND ASSOCIATES, INC., EXTENDING THE TERM FOR MANAGEMENT SERVICES OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM FOR TWO MONTHS

PURPOSE: The contract with John L. Hunter and Associates (JLHA) expires on July 30, 2022. A Request for Proposal has been issued to procure a new contract, which is planned for City Council award on August 23, 2022. Amendment No. 2 extends the term of the contract for two months to provide time to complete the procurement process.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 2 to Contract No. 3341 with John L. Hunter and Associates, Inc., to extend the term two months to provide management services for the National Pollutant Discharge Elimination System Program, in an amount not to exceed \$24,900; and
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 2 will be funded with \$24,900 in Measure W funds to be budgeted in the Fiscal Year 2022/23 Municipal Budget in Account No. 217-727-57-6101 (Measure W - Professional Services). Below is a summary of the revised contract amount.

	Contract Amount
Contract No. 3341	\$310,020
Amendment No. 1	\$116,335
Amendment No. 2	\$24,900
Total	\$451,255

ANALYSIS: Contract No. 3341 is a three-year contract that was extended for two-years which has an expiration date of June 30, 2022. Staff is in the process of procuring a new contract through a competitive procurement process. To date, an RFP has been issued and proposals have been received. The City Council will be requested to award the new contract on August 23, 2022. Amendment No. 2 will extend the term of Contract No. 3341 to provide time to complete

the procurement process (approximately 2 months). The fees proposed include hourly rates which are the same as the contract rates.

BACKGROUND: The State of California manages water pollution through the National Pollution Discharge Elimination System (NPDES) Permit Program. The NPDES Permit Program controls water pollution by regulating sources that discharge pollutants into the waters. The City has a permit from the State Water Resources Control Board to regulate the City's discharge of storm-water to the Los Angeles River, Rio Hondo Channel and Compton Creek. Consultant services are utilized to obtain the expertise needed to meet the permit's complex requirements so as to ensure annual compliance.

Per Contract No. 3341, John L. Hunter and Associates provides management services to comply with the NPDES Program. The services cover the following programs: planning and land development, development construction, industrial and commercial facilities, public agency activities, illicit discharge detection and elimination, training, monitoring and reporting, annual report and general assistance with Municipal NPDES Program Services.

On June 27, 2017, the City Council approved Contract No. 3341 with John L. Hunter and Associates, Inc., for a three-year term, in the amount of \$310,020, to provide storm water management services for Fiscal Year 2017/18, 2018/19 and 2019/20. The contract expired on June 30, 2020. On September 15, 2020, the City Council approved Amendment No. 1 to extend the term of the contract two years through June 30, 2022.

The procurement process is underway to award a new contract. Staff released a Request for Proposal (RFP) on March 29, 2022, and only received one proposal on April 28, 2022. Staff reissued the RFP on May 9, 2022. Proposals have now been received. A new contract is planned for City Council award on August 23, 2022. Amendment No. 2 provides two months to continue services through the completion of the procurement process.

ATTACHMENTS: A. Proposed Amendment No. 2
B. Amendment No. 1
C. Contract No. 3341

LC:lc

**AMENDMENT NO. 2 TO CONTRACT NO. 3341
FOR MANAGEMENT SERVICES OF THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PROGRAM BETWEEN
THE CITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Amendment No. 2 to Contract No. 3341 for Management Services of the National Pollutant Discharge Elimination System (NPDES) Program (“Agreement”), is made and entered into on June 28, 2022, by and between the City of South Gate, a municipal corporation (“City”), and John L. Hunter and Associates, Inc. (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3341 with Consultant (“Agreement”), for management services of the NPDES Program for a three-year term, through and including June 30, 2020, with an option for a two-year extension, in an amount not to exceed **One Hundred Three Thousand Three Hundred Forty Dollars (\$103,340) annually for a total of Three Hundred Ten Thousand Twenty Dollars (\$310,020)**; and

WHEREAS, on August 11, 2020, the City Council approved Amendment No. 1 to the Agreement extending the management services of the NPDES Program for an additional two-year term, through and including June 30, 2022, in an amount not to exceed **\$116,335**, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of **Four Hundred Twenty-Six Thousand Three Hundred Fifty-Five Dollars (\$426,355)**; and

WHEREAS, the City and Consultant desire to execute this Amendments No.2 to extend Management Services of the National Pollution Discharge Elimination System Programs for an additional two months through and including August 30, 2023, and increase compensation for an amount not-to-exceed **Twenty-Four Thousand Nine Hundred Dollars (\$24,900) for Fiscal Year 2022/23**. The total aggregate of the Agreement, Amendment No. 1, and Amendment No.2 is a total sum of **Four Hundred Fifty-One Thousand Two Hundred Fifty-Five Dollars (\$451,255)**.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **COMPENSATION.** The amount of compensation paid by City to Consultant under the Agreement shall remain unchanged during the term of the Agreement. The City reserves the right to augment or reduce the scope of work as the City deems necessary. The management services shall be provided within the budget balance of the existing Agreement, plus the additional **Twenty-Four Thousand Nine Hundred (\$24,900)** budget as per the scope of work and fees outlined in Exhibit “A.”

**Amendment No. 2
to Contract No. 3341**

- b. SCOPE OF WORK.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the original contract.
- c. TERM OF AGREEMENT.** This Amendment No. 2 is effective as of July 1, 2022, and will remain in effect through and including August 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.
- 2. EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits hereto, shall remain in full force and effect. All of the recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally]

**Amendment No. 2
to Contract No. 3341**

IN WITNESS WHEREOF, Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers thereunto dully authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit, Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (DZ)
Raul F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.:

By: _____
John L. Hunter, President

Dated: _____



June 15, 2022

Arturo Cervantes
City of South Gate
8650 California Ave.
South Gate, CA 90280

Subject: Extension of Professional Services to Provide Municipal NPDES Assistance

Dear Arturo Cervantes:

We at John L. Hunter and Associates (JLHA) welcome the opportunity to continue offering our professional consulting services to the City of South Gate with regard to the environmental programs of Municipal NPDES (Stormwater).

The timeframe of this extension is for a period of less than two months (July 1, 2022 to August 23, 2022). Our existing scope of work with the City, and Standard Rate Schedule included on the following page will apply for the less than two-month service extension. Funding in the amount of \$24,900 will be needed to assist the City for this period. It is anticipated that this amount provided will be sufficient for our assistance. Work will be conducted on a time and materials basis. JLHA will provide consultant services not to exceed the budgetary amount without the City's prior authorization.

Thank you again for the opportunity to offer our services. If you have any questions you can reach me Jillian Brickey at jbrickey@jlha.net, or 562.676.5703.

Sincerely,

John Hunter, P.E.

Standard Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
Inspection – NPDES (industrial/commercial)	\$125 / unit
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Estimated Costs

This project will be on a time and materials basis. We will provide consultant services not to exceed the budgetary amount without the City's prior authorization.

Not-To-Exceed Cost Estimate

Task	Total
Provide Municipal NPDES Assistance	\$24,900
Total	\$24,900

**AMENDMENT NO. 1 TO CONTRACT NO. 3341
FOR MANAGEMENT SERVICES OF THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PROGRAM BETWEEN
THE CITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Amendment No. 1 to Contract No. 3341 for management services of the National Pollutant Discharge Elimination System (NPDES) Program (“Amendment No. 1”), is made and entered into on August 11, 2020, and retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation (“City”), and John L. Hunter and Associates, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3341 with Consultant (“Agreement”), for management services of the NPDES Program for a three-year term, through and including June 30, 2020, with an option for a two-year extension, in an amount not to exceed One Hundred Three Thousand Three Hundred Forty Dollars (\$103,340) annually; and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to the Agreement extending the management services of the NPDES Program for an additional two-year term, through and including June 30, 2022, in an amount not to exceed **One Hundred Sixteen Thousand Three Hundred Thirty Five Dollars (\$116,335)**, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of \$426,355.

WHEREAS, Consultant submitted a Fee Proposal and summary as part of its cost proposal for additional management services of the NPDES Program, attached hereto as Exhibit “A” and made a part to this Agreement and this Amendment No. 1.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

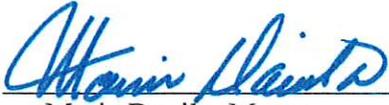
- a. **COMPENSATION.** The amount of compensation paid by City to Consultant under the Agreement shall remain unchanged during the term of the Agreement. The City reserves the right to augment or reduce the scope of work as the City deems necessary. The management services shall be provided within the budget balance of the existing Agreement, plus the additional \$116,335 under this Amendment No. 1 per the scope of work and fees outlined in Exhibit “A”. **The annual amount is not to exceed Fifty Eight Thousand One Hundred Sixty Seven Dollars and Fifty Cents (\$58,167.50) during the additional two-year term.**

b. **TERM OF AGREEMENT.** This Amendment No. 1 is **retroactively effective as of July 1, 2020, and will remain in effect through and including June 30, 2022**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits hereto, shall remain in full force and effect. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as City deems necessary.

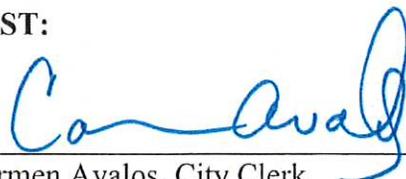
IN WITNESS WHEREOF, Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers thereunto dully authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 9-15-2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.:

By: 
John L. Hunter, President

Dated: 9/4/2020

EXHIBIT A



August 4, 2020

Arturo Cervantes
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Extension of Professional Services to Provide Municipal NPDES Assistance

Dear Arturo Cervantes:

John L. Hunter & Associates, Inc. (JLHA) welcomes the opportunity to continue providing our services to the City of South Gate with regard to the environmental programs of Municipal NPDES (Stormwater).

Our existing scope of work with the City, and Standard Rate Schedule included on the following page will apply for the two-year service extension. Additional funding in the amount of \$116,335 will be needed to assist the City for the next two years for an estimated annual expenditure of \$103,340. It is anticipated that this amount provided will be sufficient for our assistance. Work will be conducted on a time and materials basis. JLHA will provide consultant services not to exceed the budgetary amount without the City's prior authorization.

Thank you again for the opportunity to offer our services. If you have any questions you can reach me at jhunter@jlha.net, or 310.344.8650 (mobile).

Sincerely,

A handwritten signature in blue ink that reads "John L. Hunter".

John Hunter, P.E.

Standard Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of January 1, 2020

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and John L. Hunter and Associates, Inc., ("Consultant").

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAMS FY 2017/18, 2018/19, 2019/20 (with the possibility of extending an additional two years)**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, #350
Buena Park, CA 90620

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

B. The principal representative of the Consultant shall be:

John L. Hunter
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, #350
Buena Park, CA 90620

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A." Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A." The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A."

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibit "A" shall be as submitted in the proposal for an amount not to exceed **\$103,340** for Professional Service in connection with **NPDES Stormwater and TMDL Programs**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated May 31, 2017.

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement, and shall terminate on June 30, 2020 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND
JOHN L. HUNTER AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**

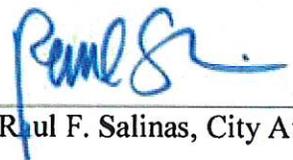
By 
Maria Davila, Mayor

Dated: 7-11-17

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONSULTANT"
JOHN L. HUNTER AND ASSOCIATES, INC.**

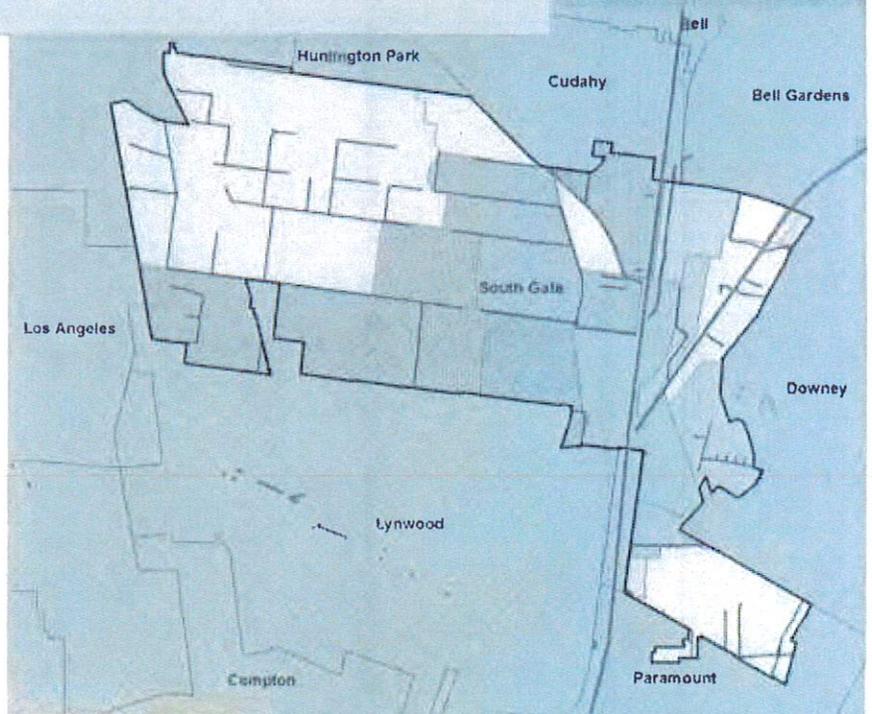
By: 
Signature

Title

Dated: 7/20/17

May 31, 2017

Professional Services Proposal to Provide Municipal NPDES Assistance



Prepared By:

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City of South Gate
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Table of Contents

I.	Company Credentials and Experience	1
A.	Relevant Firm Experience	1
1.	Municipal NPDES Programs	1
B.	Track Record	3
C.	Staffing Capability and Current Work Load	3
D.	Relevant Company Credentials	3
II.	Work Plan and Scope of Work	4
A.	Quality Control and Resource Management	4
1.	Planning and Land Development Program	5
2.	Development Construction Program	6
3.	Industrial/Commercial Facilities Program	7
4.	Public Agency Activities Program	8
5.	Illicit Discharge Detection and Elimination Program	9
6.	Public Information and Participation (Outreach) Program	9
7.	Training	10
8.	Monitoring and Reporting Program (Annual Report)	10
9.	General Assistance with Municipal NPDES Program Services	10
III.	Proposed Team	11
A.	Project Team Experience with Similar Work	11
B.	Resumes	13
IV.	Fees	19
A.	Rate Schedule	19
B.	Estimated Not-to-Exceed Fee Proposal	19

I. Company Credentials and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as NPDES, stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, water conservation, and recycling. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

A. Relevant Firm Experience

Table 1 lists NPDES services currently or recently provided by JLHA. The following are summaries of JLHA's experience related to NPDES Permit compliance and industrial waste and commercial FOG control.

1. Municipal NPDES Programs

JLHA has considerable experience with Municipal NPDES Permit compliance programs, beginning with the inception of the Phase I MS4 Permits in the 1990s. Currently JLHA implements elements of such programs for 37 cities in the Southland. Services include the following:

- 25 cities and 4 watershed groups: Program administration and/or technical support,
- 32 cities: Field services such as BMP compliance inspections,
- 22 cities: Plan review and approval (e.g., SUSMP/LID Plans, WQMPs, and SWPPPs),
- 29 cities and 3 watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- 28 cities and 3 watershed groups: Staff training.

Relevant and recent activities include:

- Representing cities in MS4 NPDES audits conducted by Regional Water Board staff:
Seal Beach, 2015 (and 2010, 2006) | Stanton, 2014 (and 2010)
- Obtaining and administering a Prop 84 grant for multi-watershed/multi-jurisdictional LID projects.
- Managing BMP inspection programs that cover, in total, over 10,000 sites.
- Developing 4 Watershed Management Programs in 2014-15 under the area-wide LA MS4 Permit.

JLHA also served as the lead consultant for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), City of Long Beach, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel (LCC) Watershed Group. As part of WMP development, JLHA also oversaw the development of Coordinated Integrated Monitoring Programs (CIMPs) for the LLAR, LSGR, and Peninsula Cities Watershed Groups. All plans were approved by the Regional Board in 2015 and 2016. Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees.

JLHA serves as the consultant team lead for the LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, watershed annual reporting, technical committee meetings, and certain WMP implementation efforts such as feasibility studies. In this capacity JLHA also regularly interfaces with city councils and Regional Board staff and members. JLHA also represents twelve municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel and Los Cerritos Channel.

Table 1: Summary of Municipal NPDES Services Recently or Currently Provided

Client	First year of service	Years of service	Municipal NPDES Programs						Watershed				General Services			
			Development	Construction	Municipal Activities	Industrial/Commercial	Illicit Discharge Detection	Public Outreach	Watershed Plan Development	Watershed Plan Implementation	Monitoring	Studies	Reporting	Training	Grants	Program Mgmt. or Support
Arcadia	1995	22		x	x	x	x	x				x	x	x		
Artesia	2014	3		x	x	x	x	x		x			x	x		x
Bellflower	2014	1				x										
Big Bear Lake	2004	13				x	x						x			
Buena Park	2010	7	x													
Carlsbad	2016													x		
Cerritos	2015	2		x												
Covina	2008	9	x	x										x		
Diamond Bar	2007	10	x	x	x	x	x	x		x			x	x		x
Downey	2011	6	x	x	x	x	x	x		x			x	x		x
Glendale	2013	4			x								x	x		x
Gateway Water Mgmt. Authority	2012	5													x	
Hawaiian Gardens	2012	5	x	x	x	x	x	x		x			x	x		x
Hawthorne	2000	17		x	x	x	x	x					x	x		x
Inglewood	2015	2				x		x					x	x		x
La Habra	2011	6	x	x	x	x	x	x					x			x
Lakewood	2014	1				x										
Lomita	2015	2		x	x	x	x	x		x			x	x		x
Long Beach	2014	3				x				x			x	x		
LCC Watershed Group	2013	4								x	x	x		x		x
LLAR Watershed Group	2013	4								x	x	x		x		x
LSGR Watershed Group	2013	4								x	x	x		x		x
Lynwood	2014	3	x	x	x	x	x	x		x			x	x		x
Manhattan Beach	2010	7			x	x										
Monterey Park	2005	12	x	x	x	x	x	x		x			x	x	x	x
Norwalk	2010	7	x	x	x	x	x	x		x			x	x		x
Paramount	2014	3	x	x	x	x	x	x		x			x	x		x
Pasadena	2015	2	x							x			x	x		x
Peninsula Watershed Group	2013	4								x	x	x		x		x
Placentia	2013	4	x	x	x	x	x						x	x		x
Rancho Palos Verdes	1994	23	x	x	x	x	x	x		x			x	x		x
Rolling Hills	2009	8											x	x		
Santa Fe Springs	2016	1	x	x												
Seal Beach	2005	12	x	x	x	x	x	x					x	x	x	x
Signal Hill	1985	32	x	x	x	x	x	x		x			x	x		x
South Gate	1991	26	x	x	x	x	x	x		x			x	x	x	x
South Pasadena	2005	12		x	x	x		x		x			x	x		x
Stanton	2007	10	x	x	x	x	x	x					x	x	x	x
Temple City	2003	14	x	x	x	x	x	x		x			x	x		x
Villa Park	2013	4	x	x	x	x	x	x					x	x		x
West Covina	2015	2	x	x	x	x	x	x		x			x	x		x
West Hollywood	1995	22	x	x	x	x	x						x			
Whittier	2014	3		x	x	x	x	x		x			x	x		x
TOTALS out of 43 clients			22	27	26	30	24	23	5	21	4	9	32	32	5	29

B. Track Record

JLHA has aided municipalities in compliance with NPDES MS4 Permit provisions since their first issuance in the 1990s. Since that time JLHA has maintained a track record of meeting project schedules. This may be evidenced by direction communication with existing clients, such as those listed in the References Section. Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions. JLHA's success in meeting project schedules is also evident in its existing clients' previous NPDES annual reports, which tabulate program deliverables such as inspections, plan checks, and TMDL reporting.

C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 7 field inspectors, 2 GIS specialists, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. Subcontracted services are not required for this project. The Project Team listed in the following section will be available to provide the requested services throughout the term listed in the RFP.

D. Relevant Company Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 2 lists specialized credentials related to this project that are held by JLHA staff. The experience, credentials and education of the project team members are included in the following Section. Proof of credentials are included in the Appendices.

Table 2: Specialized Credentials held by JLHA Staff

Credential	Credential Description	Credentialed Staff Assigned to this Project?
CPSWQ	Certified Professional in Stormwater Quality	Yes
CPESC	Certified Professional in Erosion and Sediment Control	Yes
CESSWI	Certified Erosion, Sediment and Stormwater Inspector	Yes
QSD	Qualified SWPPP Developer (Construction)	Yes
QSP	Qualified SWPPP Practitioner (Construction)	Yes
QISP	Qualified Industrial Stormwater Practitioner	Yes
CGP ToR	Trainer of Record for the NPDES Construction General Permit	Yes
IGP ToR	Trainer of Record for the NPDES Industrial General Permit	Yes

II. Work Plan and Scope of Work

JLHA welcomes the opportunity to provide professional Municipal NPDES services to the City of South Gate. This section details the annual work plan for completing the scope of work. The schedule for completion of the services listed is within one year of start work. The timeframe of this proposal is for a period of one year. The scope of work may be extended for additional years upon mutual approval of the City and JLHA.

A. Quality Control and Resource Management

Service quality is ensured through a QA/QC budget assigned to each sub-program. This budget (approximately 5% of total program costs) is for time spent by Project Manager and Functional Manager's time to review the Project Team's work product. This time is also used to track and control the budget and to ensure control of the schedule of services provided as listed in the following subsections.

1. Planning and Land Development Program

Table 3 lists the scope of work for the Planning and Land Development Program. Turn-around time for plan review is two weeks. Although we are available to assist with all program tasks, we understand that some tasks, such as BMP installation verification, may be conducted in part or in full by in-house staff or other city contractors.

Table 3. As-needed Scope of Work for the Planning and Land Development Program

MS4 Permit §	Mandated Task
VI.D.7.b.i,ii	Develop planning forms (complete)
VI.D.7.d	Program Implementation
d.i	Prepare and adopt LID ordinance (complete)
d.ii	Review LID plans (SUSMPs) following the criteria of VI.D.7.b-c
d.iv.(1).(a)	Track projects and BMPs in an electronic database
d.iv.(1).(a)	Track all inspection reports and enforcement actions
d.iv.(1).(b)	Conduct BMP verification inspections
d.iv.(1).(c)	Notify existing SUSMP sites of maintenance requirements
d.iv.(1).(c)	Conduct BMP maintenance inspections
d.iv.(1).(e)	Conduct follow-up activities at non-compliant projects
VI.D.7.a	Manage Program, Implement QA/QC Procedures

Based on 1) our understanding of the City's existing Planning and Land Development Program and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of Work Estimates		
Track	36	LID Plan projects (small and priority)
Review/approve	36	LID Plan projects (small and priority)
Conduct	36	BMP verification inspections (as-needed estimate)
Notify	8	Sites on BMP maintenance
Conduct	8	BMP maintenance inspections
Conduct	6	follow-up inspections

If through program implementation we find that these quantities are significant underestimates, we will inform the City. In this event additional work will not be conducted without written approval from the City.

2. Development Construction Program

Table 4 lists the scope of work for the Development Construction Program. Training sessions will be conducted at a time set by City staff. Training topics will include the key components of the QSP and QSD Programs. Updated and revised training documentation will be available for distribution. It is JLHA's understanding that City staff review SWPPPs. Should the City request a SWPPP review, turn-around time is two weeks. Inspections at state-permitted construction sites are conducted once a month. Inspections at sites disturbing less than one acre—an enhanced control measure that exceeds minimum requirements—can be conducted at the City's request. Enforcement actions, when necessary, are issued within one week. Follow-ups are conducted within the timeframe provided in the enforcement action.

Table 4. Scope of work for the Development Construction Program

MS4 Permit §	Task
VI.D.8.d	Sites less than one acre: Track, inspect, and conduct follow-ups at request of city
VI.D.8.g	Inventory Construction sites (≥1 acre)
g.i	Update monthly the inventory of >1 acre construction sites
g.ii, j.ii.(4).(f)	Track site inventory, inspections, and enforcement actions using an electronic database
VI.D.8.h	Review and Approval Construction SWPPPs
VI.D.8.j	Inspect ≥1 acre Construction Sites monthly for proper BMP implementation
VI.D.2, 8.k	Ensure Compliance (Implement Progressive Enforcement)
2.a.i	Follow-up at non-compliant facilities within 4 weeks
2.a.ii	Prepare formal violation notices following the City's municipal code
VI.D.8.l	Train City Staff
l.ii.(1)	Train plan reviewers and permitting staff in BMP standards and SWPPP requirements
l.ii.(2)	Train construction site inspection staff in BMP standards and SWPPP requirements
VI.D.8.a	Manage Program, Implement QA/QC Procedures

Based on 1) our understanding of the City's existing Development Construction Program and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of Work Estimates		
Review/approve	4	SWPPPs
Track	3	CGP sites monthly
Inspect	3	CGP sites monthly
Conduct	36	CGP inspections in total
Conduct	7	follow-ups
Prepare	2	enforcement actions

If through program implementation we find that these quantities are significant underestimates, we will inform the City. In this event additional work will not be conducted without written approval from the City.

3. Industrial/Commercial Facilities Program

Table 5 lists the scope of work for the Industrial/Commercial Facilities Program. The second round of inspections will continue in this reporting year. The work will be completed prior to December 28, 2017.

Table 5. Scope of Work for the Industrial/Commercial Facilities Program

MS4 Permit §	Task
VI.D.6.b b.i, iii b.ii	<p>Track Critical Industrial/Commercial Sources</p> <p>Review city databases to determine inventory of industrial/commercial facilities</p> <p>Track facilities in a watershed-based inventory using an electronic database</p> <p>Track inspection reports and enforcement actions with an electronic database</p>
VI.D.6.c c.i c.ii c.ii	<p>Educate Industrial/Commercial Sources</p> <p>Notify facility operators of applicable BMP requirements</p> <p>Develop and implement a Business Assistance Program</p> <p>Develop educational materials to be distributed to facilities</p>
VI.D.6.d,e,f 6.d,e,f	<p>Inspect Critical Industrial/Commercial Sources</p> <p>Inspect commercial/ industrial facilities for proper BMP implementation</p>
VI.D.2, 6.h 2.a.i 2.a.ii	<p>Ensure Compliance (Implement Progressive Enforcement)</p> <p>Follow-up at non-compliant facilities within 4 weeks</p> <p>Prepare formal violation notices following the City's municipal code</p>
VI.D.6.a	Manage Program, Implement QA/QC Procedures

Based on 1) our understanding of the City's existing Industrial/Commercial Facilities Program and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of Work Estimates		
Track	503	facilities
Inspect	302	facilities
Educate	302	facilities
Conduct	45	follow-ups
Prepare	15	enforcement actions

If through program implementation we find that these quantities are significant underestimates, we will inform the City. In this event additional work will not be conducted without written approval from the City.

4. Public Agency Activities Program

Table 6 lists the scope of work for the Public Agency Activities Program. Training sessions will be conducted at a time set by City staff. Updated and revised training documentation will be available for distribution.

Table 6. Scope of work for the Public Agency Activities Program

MS4 Permit §	Task
VI.D.9.b	Public Construction Activities (addressed by Development Construction Program)
VI.D.9.c	Inventory Public Facilities, including pollutants sources (not within scope of work)
VI.D.9.d	Inventory Existing Development Retrofit Opportunities (note within scope of work)
d.ii, iii	Identify and rank candidate retrofit areas using watershed model/screening tools
VI.D.9.e	Public Agency Facility and Activity Management (not within scope of work)
e.iii, vi	Develop BMPs for 64 activities listed in Table 18 of the MS4 Permit
e.iv	Develop language to require contractors to implement BMPs from VI.D.9.e.iii
VI.D.9.g	Landscape, Park, and Recreational Facilities Management (not within scope of work)
g.ii	Develop Integrated Pest Management Policy (complete)
VI.D.9.h	Storm Drain Operation and Maintenance (not within scope of work)
h.iii	Prioritize catch basins
TBD	Assist with installation of trash capture devices in high priority areas (not applicable)
VI.D.9.k	Municipal Employee and Contractor Training
	Train staff in targeted positions of requirements of Public Agency Activities Program
VI.D.9.a	Manage Program, Implement QA/QC Procedures

5. Illicit Discharge Detection and Elimination Program

Table 7 lists the scope of work for the Illicit Discharge Detection and Elimination Program. Our staff is available on an as-needed basis to respond to spills and investigations of illicit discharges. Training sessions will be conducted at a time set by City staff. Updated and revised training documentation will be available for distribution. Complaints received will be investigated within the timeframes provided in the MS4 Permit's Progressive Enforcement procedures (MS4 Permit VI.D.2.a). Enforcement actions will be undertaken following these procedures. If needed, within normal working hours inspection staff will be available to respond to any complaint within two hours.

Table 7. Scope of work for the Illicit Discharge Detection and Elimination Program

MS4 Permit §	Task
VI.D.10.b	Investigate and Eliminate Illicit Discharges (assume 24 investigations)
b.ii	Investigate illicit discharge complaints and prepare investigation reports (as needed)
b.iv.(1)	Conduct follow-up investigations to verify elimination of detected illicit discharges
VI.D.10.d	Public Reporting of Non-stormwater Discharges and Spills
d.iv	Develop written procedures for tracking complaints (complete)
d.v	Document complaints and investigations (as needed)
VI.D.10.e	Spill Response Plan (complete)
VI.D.10.f	Illicit Connection and Illicit Discharge Education and Training
f.iii	Train staff in illicit discharge identification, elimination, clean-up, reporting, documentation
VI.D.10.a	Manage Program, Implement QA/QC Procedures

6. Public Information and Participation (Outreach) Program

Table 8 lists the scope of work for the Public Information and Participation Program. The Point-of-Purchase Program will be implemented once within the reporting year. Educational material will be updated as-needed. Our staff is available as-needed to assist in stormwater education at City events.

Table 8. Scope of work for the Public Information and Participation Program

MS4 Permit §	Task
VI.D.5.c	Public Participation: Assist in a City event to promote public involvement in pollution prevention
VI.D.5.d	Residential Outreach Program
d.i.(1)	Prepare article for City media outlet
d.i.(2)	Update educational materials to address vehicle, house, yard, pesticide, animal, construction wastes
d.i.(3)	Distribute materials at points of purchase (auto, home improvement, gardening, pet/feed stores)
d.i.(4)	Maintain stormwater website
d.i.(5)	Provide educational materials to school children (primarily addressed by County program)
d.i.(6)	Provide educational materials in Spanish
VI.D.5.a	Administer Program, Implement QA/QC Procedures

7. Training

Annual training to City staff for the Development Construction, Public Agency Activities Program, and Illicit Discharge Program, is described in the corresponding scope of work subsections.

8. Monitoring and Reporting Program (Annual Report)

Table 9 lists the scope of work for the Monitoring and Reporting Program. The elements of the Annual Report prepared by JLHA will include a first draft to meet the mid-September watershed-wide deadline as well as a final draft for City review one month prior to submittal on December 15th.

Table 9. Scope of work for the Monitoring and Reporting Program

MS4 Permit §	Task
MRP XVIII, XIX	Reporting: Assist in preparation of Annual MS4 NPDES Annual Report
	Monitoring is not within the scope of this proposal

9. General Assistance with Municipal NPDES Program Services

In addition to the programs listed in the previous subsections, we are available for a variety of NPDES-related tasks. Table 10 lists some of these tasks. A budgetary allotment is incorporated into the not-to-exceed estimate.

Table 10. Scope of work for General MS4 NPDES Permit Assistance

As-Needed Task
Represent City at relevant NPDES-related meetings and update City staff
Provide program updates to City staff and elected officials
Provide assistance with the MS4 Permit renewal process
Represent City interests in negotiations and communications with the Regional Water Board
Provide assistance with other NPDES and TMDL-related tasks as requested by City staff

III. Proposed Team

Table 11 lists the roles of the Project Team. Detailed qualifications of the Project Team are included under the Resume section.

Project Title		Team Member Information	
Core Team	Project Manager/Engineer	Name	Michelle Staffield, MSE
		Roles	Point-of-contact, project delivery, project development New Development and Watershed Management programs support
	Project Manager	Name	John Hunter, PE, REA
Extended Team	Company Director	Roles	As-needed project oversight and support Used oil and BCR programs support
		Name	Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR
	Senior Engineer	Roles	Plan review and approval
Extended Team	Functional Manager	Name	Rosalinda Tandoc, PE
		Roles	Business inspection programs support
	Functional Manager	Name	Jose Rodriguez, CESSWI, QSP
		Roles	Construction and Watershed Management programs support
	Project Analyst/ Outreach Specialist	Name	Jennifer Nowaczewski, CPSWQ, QSD/P
Compliance Inspector	Roles	Public education programs implementation (NPDES, UO, and BCR)	
	Name	Marie Anne Antiga	
Additional key staff assisting Project Team on an as-needed basis: Mikki Klee, PE, CPESC. Role: Plan review. Michelle Kim, MSE. Role: Plan review.			

A. Project Team Experience with Similar Work

Table 12 lists similar services provided by the Core Project Team members to other municipal clients. The Table also includes the budget and contact information for each client. All of these services are ongoing, provided on an annual basis.

Table 12. Core Team Experience Providing Similar Work

Client	Service				Core Team Member Providing Service				Client Contact
	NPDES	FOG	UO	BCR	MS	CM	HG	IT	
Arcadia	x	x				x			Vanessa Hevener, 11800 Goldring Rd, 626.305.5327
Artesia	x							x	Okina Dor, 18747 Clarkdale Ave, 562.865.6262
Bellflower	x								N/A
Big Bear Lake	x	x						x	Joseph Cylwik, 39707 Big Bear Blvd, 909.866.5831
Buena Park	x								N/A
Cerritos	x								N/A
Covina	x	x							Sharon Gallant, 125 E College St, 626.384.5484
Diamond Bar	x					x			John Beshay, 21810 Copley Dr, 909.839.7043
Downey	x				x			x	Dan Mueller, 11111 Brookshire Ave, 562.622.3578
Glendale	x					x			Chris Chew, 633 E Broadway Rm 205, 818.548.3945
Gateway WM Authority	x							x	Grace Kast, 16401 Paramount Blvd, Paramount, 562.663.6850
Hawaiian Gardens	x							x	Joe Colombo, 21815 Pioneer Blvd, 562.420.2641
Hawthorne	x	x				x			Doug Krauss, 4455 W 126 th St, 310.349.2987
Inglewood	x	x				x			Lauren Amimoto, 1 W Manchester Blvd, 310.412.5333
La Habra	x						x		Melissa You, 110 E La Habra Blvd, 562.383.4000
Lakewood	x								Konya Vivante, 5050 Clark Ave, 562.866.9771
Lomita	x								Mark McAvoy, 24300 Narbonne Ave, 310.325.7110
Long Beach	x							x	Alvin Papa, 333 W Ocean Blvd, 562.570.6386
LCC Watershed Group	x							x	Alvin Papa, 333 W Ocean Blvd, 562.570.6386
LLAR Watershed Group	x				x			x	Grissel Chavez, 2175 Cherry Ave, Signal Hill, 562.989.3799
LSGR Watershed Group	x				x			x	Adriana Figueroa, 12700 Norwalk Blvd, Norwalk, 562.929.5915
Lynwood	x	x	x	x	x		x	x	Lorry Hempe, 11330 Bullis Rd, 310.603.0220
Manhattan Beach	x	x							N/A
Monterey Park	x		x			x			Bonnie Tam, 320 W Newmark Ave, 626.307.1383
Norwalk	x				x			x	Adriana Figueroa, 12700 Norwalk Blvd, 562.929.5915
Paramount	x								N/A
Pasadena	x							x	Kris Markarian, 100 Garfield Ave, 626.744.7311
Peninsula Watershed Group	x								N/A
Placentia	x								Luis Estevez, 401 E Chapman Ave, 714.993.8117
Rancho Palos Verdes	x								Lauren Ramezani, 30940 Hawthorne Blvd, 310.544.5245
Rolling Hills	x								N/A
Santa Fe Springs	x								N/A
Seal Beach	x		x						Steve Myrter, 211 Eighth St, 562.431.2527
Signal Hill	x	x			x			x	Grissel Chavez, 2175 Cherry Ave, 562.989.3799
South El Monte			x	x					Manny Mancha, 1415 Santa Anita Ave, 626.579.6540
South Gate	x	x	x	x	x		x	x	Guillermo Petra, 8650 California Ave, 323.563.9500
South Pasadena	x				x			x	Rafael Castillas, 1414 Mission St, 626.403.7200
Stanton	x	x							Allan Rigg, 7800 Katella Ave, 714.379.9222
Temple City	x		x			x			Andrew Coyne, 9701 Las Tunas Dr, 626.285.2171
Villa Park	x								Steve Franks, 17855 Santiago Blvd, 714.998.1500
West Covina	x					x			Chino Consunji, 1444 W Garvey Ave, 626.939.8425
West Hollywood	x				x	x			Matt Magener, 8300 Santa Monica Blvd, 323.848.6894
Whittier	x	x				x	x	x	Kyle Cason, 13230 Penn St, 562.567.9999

B. Resumes

The following section includes the resumes and certifications of key personnel for this project.

Education

M.S., Environmental Science, CSUF
 B.S., Zoology, Cal State Poly Pomona
Minor, Chemistry

Certifications

CPSWQ, Envirocert (#0845)
 QSD/QSP, CASQA (#22731)
 CGP Trainer of Record, CASQA

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR*Director*

Jillian Brickey has ten years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program

implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Municipal NPDES Permit Management: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

Watershed Management: Ms. Brickey served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of municipal LID ordinances as required through the WMP development process. This included the preparation of a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also lead multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

John L. Hunter, PE

Principal

Education

B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses

CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has 31 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG

programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

Related Experience

Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads

Los Angeles River Metals TMDL: Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

Los Angeles River Trash TMDL: Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

Michelle Staffield, MSE, EIT
Water Resources Engineer

10 Years of Experience in Water Quality

Education

M.S., Civil Engineering, Loyola Marymount

B.S., Ecology, Behavior, & Evolution, UCSD

Certifications

EIT #141553, NCEES

Michelle Staffield has managed a variety of water quality improvement programs throughout Southern California. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, TMDL compliance, public information and participation, and representing clients at meetings. She is also involved in the development and review

of Water Quality Management Plans (WQMPs), Standard Urban Stormwater Mitigation Plans (SUSMPs), and Watershed Management Programs.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports.
- Assisting in MS4 Permit Project Management for the Cities of South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.
- Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Lower Los Angeles River and Lower San Gabriel River Watershed Management Groups.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.

Jose Rodriguez, CESSWI, QSP

Field Operations Manager

Education

B.S., Biology, UCI

Certifications and Training

CESSWI, Envirocert (#2830)

QSP, CASQA (#22917)

40 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Jose Rodriguez has worked with John L. Hunter & Associates in the environmental compliance fields of NPDES, FOG and Industrial Waste Control for ten years. His relevant experiences and tasks include implementing NPDES municipal permit provisions such as industrial/commercial inspections, illicit discharge detection and elimination, construction inspections, public education, public agency inspections, TMDL compliance, municipal staff training and completing annual reports. He has experience in conducting outfall screening and monitoring for non-storm water discharges in both the Lower Los Angeles River and the Lower San Gabriel River. In total, Mr. Rodriguez has conducted several thousand inspections for

agencies such as Stanton, Seal Beach, South Gate, Hawthorne, South El Monte, Arcadia and the Orange County Sanitation District.

Related Experience

Inspection Services

Mr. Rodriguez supervises field activities at JLHA, including inspection work to verify compliance with state and local environmental regulations. This includes MS4 NPDES Permit compliance inspections at commercial facilities such as restaurants and nurseries, NPDES-permitted industrial and construction sites, municipal facilities, and new developments. (New developments are inspected to verify proper post-construction BMP installation and maintenance verification.) He also oversees Industrial Waste and Fats, Oils, and Grease (FOG) Control BMP/pretreatment device inspections, as well as Clean Bay Restaurant (CBR) inspections. The CBR program incorporates elements of NPDES, FOG, and waste management.

In addition to supervising field staff, Mr. Rodriguez has conducted thousands of inspections through his tenure with JLHA. Clients include South Gate, Signal Hill, Downey, Paramount, and Manhattan Beach. In 2014 he represented the City of Stanton in a State compliance audit of the City's Industrial/commercial facility inspection program. The State auditors did not find program deficiencies.

Monitoring Services

Mr. Rodriguez supervises source investigations for outfalls with dry weather flows in both Orange and LA Counties. (OC Clients: Stanton, Seal Beach, Placentia, La Habra, Villa Park.) Within LA County, this work included the initial source identification work for the Lower San Gabriel River, Lower Los Angeles River, and Peninsula Cities Watershed Groups. Together these Groups represent twenty cities. He has also conducted stormwater sampling following the requirements of the Industrial General Permit (South Gate) and supervised trash generation monitoring studies as required by the LA River Trash TMDL. (Monterey Park, Glendale, South Pasadena, Temple City.)

Planning and Reporting

Mr. Rodriguez prepares NPDES annual reports for Industrial General Permit (IGP) facilities (West Covina, South Gate, Norwalk) as well as MS4 Permittees throughout Orange and LA County. As part of the MS4 Annual Report, he has prepared outfall screening reports. He has also developed Industrial SWPPPs for the Cities of Norwalk and South Gate.

Rosalinda Tandoc, PE*Staff Civil Engineer***Overview**

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (Including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

Education

Master of Science in Civil Engineering
California State University, Long Beach

Certifications and Licenses

CA Registered Civil Engineer

Related Experience**With JLHA
(Starting 2006)**

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

Prior Experience:

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

Personal Advancement Courses

Engineering Management
Communication
Diversity Training
Business and English Writings
Supervisory Management

Achievements/Volunteer Works

Outstanding Woman of 1998, City of Cerritos
Greater Long Beach Girl Scout Council
Cerritos Senior Center, City of Cerritos
St. Linus Parish, Norwalk, CA
Cathedral of Our Lady of the Angels, Los Angeles

IV. Fees

A. Rate Schedule

Principal, Director, Staff Engineer	\$165/hr
Project Manager, Project Engineer	\$135/hr
Environmental Compliance Specialist II	\$115/hr
Environmental Compliance Specialist I and Public Outreach Specialist	\$95/hr
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65/hr
Routine Industrial/Commercial Inspection	\$115/inspection
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017

B. Estimated Not-to-Exceed Fee Proposal

The following pages detail the estimated not-to-exceed annual costs for this project. A one page summary of these costs is also included.

**JLHA Annual Itemized Estimated Costs to Assist the City of South Gate
with Environmental Professional Services**

Municipal MS4 NPDES Estimated Costs

MS4 Permit §	Task	Cost
VI.D.6	Industrial/Commercial Facilities Program	\$37,860
VI.D.7	Planning and Land Development Program	\$26,875
VI.D.8	Development Construction Program (Inspections and Training)	\$10,745
VI.D.9	Public Agency Activities Program (Training)	\$1,755
VI.D.10	Illicit Discharge Detection and Elimination Program (Training)	\$8,055
VI.D.5	Public Information and Participation Program	\$1,750
VI.C, VI.E	TMDL/MS4 Permit Assistance (Trash DGR Study/Meeting attendance)	\$11,160
MRP XVIII, XIX	Reporting (Annual Report and Trash TMDL Report)	\$5,140
	Total	\$103,340

**JLHA Annual Itemized Estimated Costs to Assist the City of South Gate
with Environmental Professional Services**

MS4 Permit §	Mandated Task	Rate	Hours/
VI.D.6	Industrial/Commercial Facilities Program		As
VI.D.6.b	Track Critical Industrial/Commercial Sources		
VI.D.6.b.i, iii	Review city databases to determine inventory of industrial/commercial facilities	\$95	6
VI.D.6.b.ii	Update electronic database with new tracking data on facilities to be inspected in reporting year (assume 302 facilities)	\$95	4
	Track all inspection reports and enforcement actions at 302 facilities using an electronic database	\$65	31
VI.D.6.c	Educate Industrial/Commercial Sources		
VI.D.6.c.i	Notify facility operators of applicable BMP requirements (cost incorporated into inspection cost)		
VI.D.6.c.ii	Develop and implement a Business Assistance Program (cost incorporated into inspection cost)		
VI.D.6.c.ii	Develop educational materials to be distributed to facilities (printing/ mailing costs incurred by City)	\$95	2
VI.D.6.d,e,f	Inspect Critical Industrial/Commercial Sources		
VI.D.6.e,f	Inspect 21 State NPDES Permitted industrial facilities for proper BMP implementation	\$115	21
VI.D.6.d,e,f	Inspect 281 commercial/light industrial facilities for proper BMP implementation	\$95	281
	Discount applied due to tie in with Industrial Waste Inspection Program (for 38 facilities)	(\$70)	38
VI.D.2, VI.D.6.h	Ensure Compliance (Implement Progressive Enforcement)		
VI.D.2.a.i	Follow-up at non-compliant facilities within 4 weeks (assume 15% of facilities)	\$95	46
VI.D.2.a.i	Second follow-up at non-compliant facilities (assume 10% of non-compliant facilities)	\$95	5
VI.D.2.a.ii	Prepare formal violation notices following the City's municipal code (assume 5% of facilities)	\$95	16
VI.D.6.a	Manage Program and implement QA/QC procedures (assume 5% of sub-program costs)	\$135	14
VI.D.7	Planning and Land Development Program		Assume 321
VI.D.7.b.i,ii	Develop planning forms to meet latest MS4 Permit requirements		
VI.D.7.d	Program Implementation		
VI.D.7.d.i	Prepare and adopt LID ordinance		
VI.D.7.d.ii	Review LID plans following the criteria of VI.D.7.b-c (assume 10 projects)	\$135	120
	Review small-site LID plans following city ordinance (assume 22 projects)	\$135	22
VI.D.7.d.iv.(1).(a)	Track projects and BMPs in an electronic database (assume 32 projects)	\$95	32
VI.D.7.d.iv.(1).(a)	Track all inspection reports and enforcement actions (assume 12 reports)	\$65	3
VI.D.7.d.iv.(1).(b)	Conduct BMP verification inspections (conducted in-house: as-needed service)		
VI.D.7.d.iv.(1).(c)	Notify existing LID Plan sites of maintenance requirements (assume 12 projects)	\$95	3
VI.D.7.d.iv.(1).(c)	Conduct BMP maintenance inspections (assume 12 projects)	\$95	12
VI.D.7.d.iv.(1).(e)	Conduct follow-up activities at non-compliant projects (assume 6 project(s))	\$95	6
VI.D.7.a	Manage Program and implement QA/QC procedures (assume 10% of sub-program costs)	\$165	15
VI.D.8	Development Construction Program (Inspections and Training)		Assume 3 Sta
VI.D.8.d	Sites less than one acre - As needed		
VI.D.8.g	Inventory Construction sites (>1 acre)		
VI.D.8.g.i	Update monthly inventory of >1 acre construction sites in a database (assume 3 records updated a month)	\$95	1
VI.D.8.j.ii.(4).(f)	Track inspection reports and enforcement actions in a database	\$65	1
VI.D.8.h	Construction Plan (SWPPP) Review and Approval		
VI.D.8.h.ii.(9)	Develop SWPPP review checklist		
VI.D.8.h.ii	Review and approve site SWPPPs prior to issuing land disturbance permits (assume 4 projects)	\$135	12
VI.D.8.j	Inspect Construction Sites (>1 acre)		
VI.D.8.j.ii.(4).(e)	Develop BMP inspection report form (already completed)		
VI.D.8.j.ii	Inspect monthly 3 State NPDES-permitted construction sites for proper BMP implementation	\$115	45
VI.D.8.j.ii.(4)	Prepare and follow standard inspection operating procedures		
VI.D.2, VI.D.8.k	Ensure Compliance (Implement Progressive Enforcement)		
VI.D.2.a.i	Follow-up at non-compliant facilities within 4 weeks (assume 20% of site visits)	\$115	10
VI.D.2.a.i	Second follow-up at non-compliant facilities (assume 25% of non-compliant sites)	\$115	3

**JLHA Annual Itemized Estimated Costs to Assist the City of South Gate
with Environmental Professional Services**

MS4 Permit §	Mandated Task	Rate	Hours/L
VI.D.2.a.ii	Prepare formal violation notices following the City's municipal code (assume 5% of site visits)	\$95	3
VI.D.8.I	Train City Staff		
VI.D.8.I.ii.(1)	Train plan reviewers and permitting staff in BMP standards and SWPPP requirements	\$135	5
VI.D.8.I.ii.(2)	Train construction site inspection staff in BMP standards and SWPPP requirements	\$135	5
VI.D.8.a	Manage Program and implement QA/QC procedures (assume 5% of sub-program costs)	\$165	4
VI.D.9	Public Agency Activities Program (Training)		
VI.D.9.b	Public Construction Activities (this program is addressed by the Development Construction Program (VI.D.8))		
VI.D.9.c	Inventory Public Facilities (not included in scope of services)		
VI.D.9.c.i,ii	Maintain inventory of 24 categories of public facilities, including site descriptions and pollutants sources	\$135 \$95	0 0
VI.D.9.d	Inventory Existing Development Retrofit Opportunities (not included in scope of services)		
VI.D.9.d.ii	Identify candidate retrofit areas using watershed model/screening tools	\$135	0
VI.D.9.d.iii	Rank candidate retrofits based on criteria provided in MS4 Permit	\$135	0
VI.D.9.e	Public Agency Facility and Activity Management (cost incorporated into training cost)		
VI.D.9.e.i	Determine need for state NPDES coverage for city owned industrial facilities		
VI.D.9.e.iii,vi	Develop BMPs for 64 activities listed in Table 18 of the MS4 Permit	\$115	0
VI.D.9.e.iv	Develop contract language to require contractors to implement BMPs from VI.D.9.e.iii	\$135	0
VI.D.9.g	Landscape, Park, and Recreational Facilities Management (cost incorporated into training cost)		
VI.D.9.g.ii	Develop Integrated Pest Management Policy		
VI.D.9.h	Storm Drain Operation and Maintenance		
VI.D.9.h.iii	Prioritize catch basins (not applicable to cities under a Trash TMDL)	\$135	0
VI.D.9.x	Permittee Owned Treatment Control BMPs (addressed by the Planning and Land Development Program (VI.D.7))		
VI.D.9.k	Municipal Employee and Contractor Training		
	Train staff in targeted positions of requirements of Public Agency Activities Program	\$135	12
VI.D.9.a	Manage Program and implement QA/QC procedures (assume 5% of sub-program costs)	\$135	1
VI.D.10	Illicit Discharge Detection and Elimination Program (Training)		Assume 18 con
VI.D.10.a.ii	Review municipal code to ensure adequate legal authority		
VI.D.10.b			
VI.D.10.b.i	Develop written procedures for illicit discharge investigation and elimination		
VI.D.10.b.ii	Investigate illicit discharge complaints and prepare investigation reports (assume 18 investigations)	\$95	45
VI.D.10.b.iv.(1)	Conduct follow-up investigation to verify that detected illicit discharges have been eliminated	\$95	18
VI.D.10.d	Public Reporting of Non-stormwater Discharges and Spills		
VI.D.10.d.iv	Develop written procedures for tracking complaints (hold until EWMP approval)		
VI.D.10.d.v	Document complaints and investigations (assume 18 complaints)	\$65	9
VI.D.10.e	Spill Response Plan		
VI.D.10.f	Illicit Connection and Illicit Discharge Education and Training		
VI.D.10.f.iii	Provide staff training in illicit discharge identification, elimination, clean-up, reporting, and documentation	\$135	8
VI.D.10.a	Manage Program and implement QA/QC procedures (assume 5% of sub-program costs)	\$135	3
VI.D.5	Public Information and Participation Program		As
VI.D.5.c	Public Participation		
VI.D.5.c.ii	Participate in 1 City event(s) to provide public education/involvement in stormwater pollution prevention	\$95 \$65	2 1
VI.D.5.d	Residential Outreach Program		
VI.D.5.d.i.(1)	Prepare article for City media outlet	\$95	1
VI.D.5.d.i.(2)	Develop educational materials to address vehicle, house, yard, animal, construction wastes	\$95	1
	Printing cost estimate (mailing costs incurred by City)	\$1	100

**JLHA Annual Itemized Estimated Costs to Assist the City of South Gate
with Environmental Professional Services**

MS4 Permit §	Mandated Task	Rate	Hours/
VI.D.5.d.i.(3)	Distribute materials to 20 points of purchase (auto parts, home improvement, pet/feed stores) Printing cost included in VI.D.5.d.i.(2) task	\$65	10
VI.D.5.d.i.(4)	Maintain stormwater website	\$95	1
VI.D.5.d.i.(5)	Provide educational materials to school children (primarily addressed by County program)	\$95	2
VI.D.5.a	Manage Program and implement QA/QC procedures (assume 10% of sub-program costs)	\$135	2
VI.C, VI.E	TMDL/MS4 Permit Assistance (Trash DGR Study/Meeting attendance)		
VI.E, Att. P	Assist with Trash TMDL compliance activities (DGR Study) (not included in scope of services)	\$135	0
		\$95	0
		\$65	0
	Assist with Statewide Trash Amendments Compliance	\$135	10
VI.E, Att. P	Assist with Metals TMDL compliance activities	\$135	3
VI.E, Att. P	Assist with Bacteria TMDL activities, including the LRSs for the LA River and Rio Hondo	\$135	3
VI.C	As-needed representative of City as a member of Watershed Group	\$135	6
VI.C	Update City on EWMP and CIMP developments and assist as-needed in implementation activities	\$135	12
	Provide bimonthly newsletters on NPDES Programs and hold in-house meetings as needed	\$165	8
		\$135	12
	Represent City at relevant MS4 Permit-related meetings and update City staff	\$165	6
	General as-needed assistance (council presentations, grant assistance, assistance with new regulation, etc.)	\$165	12
VI.C, VI.E	Manage Programs and implement QA/QC procedures (assume 5% of sub-program costs)	\$165	4
MRP XVIII, XIX	Reporting (Annual Report and Trash TMDL Report)		
MRP XVIII, XIX	Assist with preparation of Annual Report (excluding TMDL reporting)	\$135	10
		\$115	20
		\$95	10
	Prepare Annual TMDL Report (Trash TMDL DGR Study)	\$135	4
	<i>Monitoring services are conducted separately under the CIMP MOA</i>		
	Annual Total		

*Costs incurred for some tasks are dependent upon assumptions such as the expected number of plan reviews, construction sites, and industrial/commercial facilities. JLHA's prior experience--actual costs incurred for each task may vary. All services are provided on a time and materials basis, not to exceed the annual total with