

## REPORT TO CITY COUNCIL

**DATE: FEBRUARY 13, 2013**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**SUBJECT: APPROVE AWARD OF A CONSULTANT SERVICES AGREEMENT WITH CWE FOR THE CITYWIDE WATER QUALITY MASTER PLAN**

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With the new National Pollutant Discharge Elimination System (NPDES) Permit recently approved, and a continuing series of Total Maximum Daily Loads (TMDL's) being implemented, staff believes developing a citywide Water Quality Master Plan (WQMP) will be essential in helping guide the City through the large number of regulatory requirements.

Furthermore, as part of a requirement of the recently approved NPDES permit, agencies within the Malibu Creek watershed will spend the next 2-3 years developing a regional, watershed-wide plan outlining capital projects and strategies to comply with existing and upcoming water quality regulations. The WQMP, although specific to Agoura Hills' boundaries, will have sections that will be ready for incorporation into the eventual watershed-wide plan. This "head start" at our local level will not only serve as a model for other agencies, but will be a definite time and money saver for the City when the watershed-wide plan is being prepared.

On October 24, 2012, the City Council authorized staff to solicit proposals for professional engineering services for the WQMP. The objectives of the WQMP will be to create a living document that include:

- An inventory of existing stormwater facilities (i.e., preparation of a stormwater atlas).
- Identifying the type and extent of contaminants present in Agoura Hills.
- Identifying measures to best reduce or eliminate all contaminants.
- Preparation of a phased plan to implement solutions and/or future stormwater facilities and capital projects.
- Identification of stormwater management policies/procedures/standards to guide future development.
- Recommendations for compliance with NPDES regulations.
- Specific recommendations to the City to improve its management of stormwater runoff.

On January 17, 2013, the City received proposals from four (4) prospective firms: AEI-CASC Consulting, CWE, Geosyntec Consultants, and Twining Incorporated. Staff reviewed and evaluated the proposals, and unanimously determined that CWE was the most experienced and qualified for this project. In addition, their cost proposal was lower in comparison to the other firms. Staff contacted references for CWE to discuss past work, as they have never worked in the City. The references were all excellent regarding the firm's performance. The cost proposals were as follows:

CWE	\$76,712
Twining Incorporated	\$118,400
AEI-CASC Consulting	\$155,544
Geosyntec Consultants	\$163,227

It should be noted the varying costs listed above are based on each firm's fee rates, and assumption of what work will be needed to complete the project. There are sufficient funds appropriated in the FY 2012/13 stormwater budget to cover the cost for CWE's services.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the consultant services agreement with CWE.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Consultatant Services Agreement

**AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: CWE

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Jason Pereira

CONSULTANT'S ADDRESS: 1561 E. Orangethorpe Ave, Ste. 240  
Fullerton, CA 92831

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: February 13, 2013

TERMINATION DATE: Upon Completion

CONSIDERATION: Contract Price  
Not to Exceed: \$76,712

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  _____  _____  _____  _____
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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND CWE**

**THIS AGREEMENT** is made and effective as of February 13, 2013, between the City of Agoura Hills, a municipal corporation ("City") and CWE ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**. This Agreement shall commence on February 13, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**. Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, performs all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PREVAILING WAGES**. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of the City of Agoura Hills. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

**5 PAYMENT**.

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$76,712.00 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

## **7. DEFAULT OF CONSULTANT**

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **8. OWNERSHIP OF DOCUMENTS**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

C. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

**9. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

**10. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

**B. Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

**C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials,

employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **11. INDEPENDENT CONTRACTOR**

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**12. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those



employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**13. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager



**CITY OF AGOURA HILLS**

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Denis Weber  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**CONSULTANT**

CWE  
1561 E. Orangethorpe Ave., Suite 240  
Fullerton, CA 92831  
Jason Pereira  
(714) 526-7500 ext. 211  
(714) 310-1071 fax

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures of Two Corporate Officers Required]**

**EXHIBIT A**  
**TASKS TO BE PERFORMED**

**I. PROJECT GOALS**

The objectives of the City in the development of a WQMP include:

- Providing an inventory of existing stormwater facilities (i.e., preparation of a stormwater atlas).
- Define what constitutes stormwater problems in Agoura Hills, and where such stormwater problems exist.
- Development of solutions to existing stormwater problems.
- Development of a plan of future stormwater capital facilities, their respective cost estimates, and the areas they would serve within the City.
- Preparation of a phased plan to implement solutions and/or future stormwater capital facilities.
- Identification of stormwater management policies, procedures, and standards for future development to prevent stormwater problems.
- Recommendations for compliance with NPDES Phase II regulations and TMDLs.

The following is a list of items that will guide the development of the WQMP:

**A. Background**

The background section should include a detailed description of the City's hydrologic limits, stormwater infrastructure, and regulatory boundaries. In addition, this section should discuss the City's history as it relates to stormwater management, including a summary of previous stormwater studies.

**B. Define Existing Stormwater Management Program**

The City's existing stormwater management program is based in the Engineering Department, but crosses into other departments. The WQMP should discuss the responsibilities of each department as it relates to stormwater management. A portion of this section should highlight existing City ordinances and their effects on stormwater management.

**C. Water Quality**

Although the NPDES Phase II Permit establishes the City's baseline approach to addressing water quality, the City has taken additional steps to improve water quality. The specifics of our NPDES II Permit, as well as, the City's efforts to protect water quality need to be presented in the WQMP. Impaired areas identified by the City and outside agencies shall be shown in a table and graphical format so they are easily identifiable. Additionally, the plan should list all present and future TMDLs with description, compliance requirements, and compliance timelines.

The plan must clearly show the current State and Federal regulatory requirements, and compare the City's regulations to their minimum requirements. This effort should also

include the City's erosion and sediment control program. A discussion of regulatory trends, upcoming regulations, and what the City can do to be prepared for regulatory changes must be presented with an in-depth analysis in order to understand what impacts those regulations will have on the City in the future.

The City's Best Management Practice (BMP) inspection program should be presented and summarized to show the effort taken to adhere to and exceed regulatory requirements. Innovative and alternative water quality practices shall be presented, as well as, an evaluation of the practicality of each BMP used in the City.

#### **D. Infrastructure**

The City of Agoura Hills has an intricate system of surface and subsurface drainage. Depending on the location, the responsibility for the maintenance and upkeep of this system lies with the City, Los Angeles County, Caltrans, and private citizens. The WQMP should explain maintenance responsibilities for each system, and develop a rating system based on age and condition. A short-term and long-term maintenance plan should be presented which looks at traditional and alternative maintenance practices. An economical analysis should be conducted to determine the anticipated maintenance needs for the next five and ten years.

#### **E. Establish Program Goals**

The WQMP should establish specific goals for stormwater management that are applicable for the next five and ten years. These goals should address water quality as it relates to public and private development and infrastructure. All goals should include an analysis of their impact on the City's current and expected finances. The presented work plan should focus on covering program expenses through the existing budget, potential grants, and/or alternative funding mechanisms.

#### **F. Identify Opportunities**

The purpose of the WQMP is to improve how the City manages stormwater. This plan must look at opportunities to improve stormwater management, and funding opportunities to assist with stormwater improvements.

Alternative approaches to stormwater management must be explored and presented that include recommendations for policy changes, detention opportunities, and exploration of methods to manage stormwater as a beneficial resource to the City. Approaches taken by other municipalities which could be incorporated with the City's existing stormwater program should be presented. The options in the WQMP should take into account the City's topography, soils, and provide an innovative approach to stormwater management.

#### **G. Capital Outlay**

Based on an analysis of the City, the WQMP should include a section recommending conceptual capital projects and their associated costs. In addition, each recommended project should identify the location, property owner, and which impairment(s) the project would address.

## **Task 1 – Project Management and Meetings**

Project management and administration will include staff chartering, project coordination and management, schedule and budget tracking, and invoicing. CWE will proactively engage the City of Agoura Hills with timely and concise communications; focused, results-oriented meetings; and efficient staff management throughout the various phases of the project. The CWE Project Manager will work closely with the City of Agoura Hills to define clear meeting objectives, prepare an agenda, identify and engage participants, establish a venue (e.g., teleconference, face-to-face), and summarize meeting minutes and action items. CWE has budgeted for a total of four (4) project meetings.

To ensure the project's ultimate success, CWE's Project Manager will:

- Monitor scope, schedule, and budget.
- Submit monthly invoices.
- Develop and maintain a project schedule.
- Coordinate quality assurance and quality control reviews.
- Conduct a kick off meeting with City of Agoura Hills staff.
- Present the Draft WQMP to City staff and the Final WQMP to City Council/advisory committee.

Completion of the following tasks will result in the development of a thorough WQMP.

## **Task 2 – Inventory of Existing Stormwater Facilities**

In order to develop a comprehensive WQMP and valuable long-term planning tool, it is essential to first identify existing multijurisdictional Municipal Separate Storm Sewer System (MS4) infrastructure and related stormwater concerns. In order to accomplish this task, CWE will utilize the Los Angeles County Department of Public Works' Spatial Information Library which contains Geographic Information System (GIS) data, maps, tables, numbers, graphics, and text for the following:

- Base maps
- Debris potential areas
- Catch basins
- Debris basins (locations and right-of-way)
- Rain gage stations
- Stream gage stations
- Watershed basins
- Watershed sub basins
- Water flow direction
- Parcel maps
- Parks
- Soil types
- Tract maps
- Storm drains

CWE will crosscheck this information with the Los Angeles County Department of Public Works' Drains and Facilities, Thomas Guide, 2003 Edition, and their online design construction plans website to view plans for existing storm drain infrastructure. We will also use a GIS geodatabase prepared by the Sanitation Districts of Los Angeles County as part of their Storm Drain Initiative (SDI) effort to develop and maintain a complete GIS layer of stormwater management infrastructure within Los Angeles County. This storm drain database and GIS layer also includes catch basins, fittings, inlets, energy dissipaters, maintenance manholes, network structures, parkway drains, pump stations, channels, storm mains, lateral lines, easements, and miscellaneous structures among other attributes. We will also use land use information from the Los Angeles County Department of Regional Planning.

CWE will also integrate City provided information contained in the Region Master Plan of Drainage and other relevant materials supplied as part of this effort. Helpful information to be supplied by the City will include:

- Records, studies, and reports relating to structural and management BMPs installed, inspected, maintained and used in the City, at both publically and privately owned parcels.
- Any known information relating to stormwater quality problems.
- Data relating to which parcels or addresses are likely to be using Onsite Wastewater Treatment Systems or do not pay sewerage fees.

The full arrangement of this data into a geodatabase and interactive graphical GIS stormwater atlas will facilitate the further research and analysis of the City's future project needs to strategically address existing stormwater problems in a phased approach while providing multiuse benefits in addition to addressing water quality concerns.

### **Task 3 – Stormwater Regulations and Impacts on the City**

We are intimately familiar with the newly adopted fourth term NPDES Phase I Permit since CWE's key personnel were responsible for the preparation of the Report of Waste Discharge (ROWD) for renewal of the permit and assisted several Los Angeles County Permittees with assessing proposed permit language. In fact, CWE personnel worked closely with the City of Agoura Hills' Deputy City Manager, Louis Celaya, on the ROWD while he was with the City of Monrovia. CWE has also prepared numerous Monitoring and Reporting Program Plans, Quality Assurance Project Plans (QAPPs), and TMDL Implementation Plans to assist clients such as the Counties of Los Angeles and San Bernardino, and Cities of Carson, Downey, Los Angeles, and Torrance comply with Trash, Bacteria, Metals, Nutrients, and Toxics TMDLs for the Malibu Creek, Santa Monica Bay, Ballona Creek, Marina del Rey, Los Angeles River, San Gabriel River, Dominguez Channel, Machado Lake, and Santa Ana River Watersheds.

CWE will apply this in-depth knowledge and understanding of regulatory requirements to document local, state, and federal regulations and compare them to the City's existing regulations. We will review and evaluate existing City ordinances, their effects on stormwater management, and compliance with the new NPDES Phase I Permit. CWE will also prepare a detailed analysis of regulatory trends, pending and concluded litigation, upcoming regulations

and challenges, and steps the City can take to prepare and budget for regulatory changes, such as participation in the Watershed Management Program or Enhanced Watershed Management Program. This analysis will result in a detailed account of potential future impacts on the City's stormwater program and recommendations for compliance will be developed.

To save the City money on the development of a Low Impact Development (LID) ordinance and Green Streets Policy, CWE will utilize the LID ordinance and Green Street Policy templates being developed by the Los Angeles Permit Group. CWE will take this template ordinance and policy and modify it to suit the City's preferences.

#### **Task 4 – Stormwater Problems in Agoura Hills**

A stormwater problem can be defined as a water quality impairment such as those identified on the Clean Water Act's 303(d) list or the failure to meet the Receiving Water Limitation (RWL) Water Quality Objectives found in the *Water Quality Control Plan: Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties*, better known as the Basin Plan. A stormwater problem can be further defined as an impairment that prevents the full attainment of a water bodies' potential or existing beneficial uses.

CWE will review and assess available water quality data, studies, annual reports, new listing trends, and other potentially useful information from the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, and Los Angeles County Department of Public Works to determine where and what stormwater problems exist. Information demonstrating continued water quality exceedances, for algae, nutrients, total dissolved solids and indicator bacteria, will be categorized as an existing stormwater problem requiring further investigation and the development of solutions to reduce or eliminate the impairments. Recently conceived impairments related to reduced biotic diversity and invasive species will be tracked and response measures developed. Water bodies identified by the City or outside agencies, such as the RWQCB, SWRCB, and USEPA, as impaired will also be added to this list and be presented in a graphical format using the GIS stormwater atlas developed in Task 2. This task will also involve the compilation of all present and planned TMDLs and include descriptions, compliance requirements, and compliance timelines for each.

CWE will develop a scoring system to prioritize identified local and watershed stormwater problems to support the development of solutions and project phasing. Ranking criteria will be weighted so that the most egregious problems are addressed first, and depending on the problem the proposed solution may potentially benefit or contribute to the resolution of other identified stormwater problems. Other scoring measures will factor the types of solutions and stormwater capital facility opportunities, and their potential for multiple uses which can further enhance the City, be more attractive for grant funding opportunities, make better use of limited City funds, and result in stakeholder buy in.

#### **Task 5 – Solutions to Stormwater Problems**

Like the City's proposal to construct an ozone based disinfection facility to address bacteria caused impairments, CWE has evaluated and developed a wide range of solutions for stormwater



problems throughout Southern California. Notable examples include the City of Los Angeles Garvanza Park Rainwater Capture and Use Project which was the recipient of the prestigious California Stormwater Quality Association's (CASQA) 2012 Outstanding Stormwater BMP Implementation Project Award, the City of Torrance Stormwater Basin and Treatment Wetlands Enhancement Design, and the City of Los Angeles Rainwater Harvesting and Downspout Disconnect Pilot Project, among others. We understand the need for both local and regional solutions and have experience developing both from project concept through final design and construction.

To develop viable solutions, CWE will first assess the City's BMP inspection program and other similar efforts taken to adhere to and exceed regulatory requirements. Information regarding existing BMP installations, their short- and long-term maintenance requirements, effectiveness in alleviating observed impairments, and the identification of potentially more effective regional and parcel level BMP recommendations will be summarized. CWE will evaluate traditional, innovative, and progressive stormwater solutions to determine if they are acceptable to the community, technically feasible, and cost-effective for implementation in the City of Agoura Hills. CWE will recommend solutions which incorporate multiuse benefits such as enhancing water quality, maximizing groundwater recharge, providing flood protection, creating open space and wildlife habitat, and enhancing or connecting recreational opportunities.

#### **Task 6 – Future Stormwater Capital Facility Opportunities**

To improve stormwater management and comply with the NPDES Phase I regulations and TMDLs, it is essential to assess capital improvement opportunities as well as policy changes. CWE will assess and recommend policy changes to ensure site designs for new development and major renovation projects incorporate appropriate LID strategies and BMPs to manage stormwater runoff as a resource rather than a waste product.

On a larger scale, CWE will investigate opportunity sites within the City of Agoura Hills and for partnering opportunities with adjacent jurisdictions such as the County of Los Angeles, Los Angeles County Flood Control District, California Department of Transportation (Caltrans), and Santa Monica Mountains Conservancy. CWE has conducted similar efforts for other clients such as the Council for Watershed Health, Los Angeles County Department of Parks and Recreation, and Cities of Los Angeles and Torrance to identify innovative and progressive project opportunities to treat urban and stormwater runoff and incorporate multiple beneficial uses. We will present a suite of stormwater management options which are conducive to the City's hydrology, topography, soils, and proximity to open space and highlight those most favorable to grant funding opportunities.

There are many approaches to identifying potential projects. Many advocate the use of complex models to show the behavior of constituents before and after the implementation of BMPs. These models include long-term continuous models with the ability to track contaminant movement, decay, and dilution. These complex models have their place in understanding complex systems. However, in most cases, there is not enough specific local data to support the use of the complex models due to the need to make many generalized or inapplicable assumptions. These models work best when they can be calibrated against measured values of

rainfall, infiltration, runoff, evapotranspiration, and transport of sediments and pollutants. Often this data is not available, or very limited in the region, let alone in the area of implementation. The assumptions often have many levels of uncertainty, which can compound to the point where an expert must adjust models to give a "good estimate" or "qualitative versus quantitative" evaluation. BMP performance is also very uncertain and depends on site-specific design criteria, influent levels, and maintenance. In many cases, plans can be developed using simple tools and money can be better spent identifying where pollutants are coming from and monitoring the system to establish baseline conditions. The data can then later be used to build complex calibrated models or refine the Los Angeles County Flood Control District model to fine tune the system for future compliance. CWE does not advocate the use of costly complex models for this WQMP effort.

Under this task CWE will develop up to six (6) alternative project concepts. Concepts developed will be located downstream of areas identified as having the highest priority stormwater quality problems. These concepts will provide a rough outline of the project area and the sub watershed it would serve, and include a schematic layout of controls, planning level cost estimates, identify the property owner, and specify which impairment(s) the project addresses. CWE has conducted a preliminary review of opportunity sites and developed two potential projects which could be implemented in the City of Agoura Hills.

#### **Task 7 – Phased Implementation Plan**

CWE will prepare a phased schedule to implement recommended policy changes and preferred project concept alternatives developed in Task 6. The phased plan will consider City budgets, projects determined to be the most effective in addressing stormwater problems, available funding opportunities such as grants and the Los Angeles County's Clean Water, Clean Beaches Measure (if passed), existing local activities such as the planned project to remove nutrient containing sediments from Lake Lindero, and regional projects that might be necessary to eliminate sediment and hydromodification related impairments in the larger Malibu Creek Watershed area.

#### **Task 8 – Funding Opportunities**

CWE has been able to secure grant funds for client projects such as the City of Carson's Trash Reduction Automatic Retracting Screen Project (\$2.5 million) through the Greater Los Angeles County Integrated Regional Water Management Plan (IRWMP). We have also performed professional engineering services for projects such as the previously mentioned City of Los Angeles Garvanza Park Rainwater Capture and Use Project which was funded by Propositions 13 and 40 and required strict adherence to project schedules to ensure compliance with grant funding requirements. Furthermore, CWE's key personnel was also responsible for the development and submittal of the Proposition 50, Chapter 8, IRWMP Planning and Implementation Grant applications for the San Gabriel and Lower Los Angeles Rivers Watershed Region which was awarded a \$1.5 million Planning Grant.

We will use our grant funding knowledge and experience to identify viable funding opportunities for stormwater improvements. Based on these funding opportunities CWE will craft the

alternative project concepts in Task 6 so that they are able to take full advantage of these opportunities and are deemed as the most attractive projects for funding selection when competing against other regional projects.

### **Task 9 – Infrastructure Maintenance Plan**

Two of CWE’s key personnel previously directed Los Angeles County Flood Control District storm drain, channel, debris basin, spreading ground, and dam/reservoir operations and maintenance efforts and are well versed on the maintenance practices to be developed for the short- and long-term infrastructure maintenance needs using an economical approach. CWE will explore innovative maintenance methods used by other agencies and account for unpredictable events such as wildfires, intense storm events, mud slides/flows or a combination of these natural disasters.

CWE will use the information gathered in the development of the GIS stormwater atlas to identify drainage facility maintenance responsibilities for the various facility ownership categories determined within the City. In order to perform a quantitative maintenance analysis, assumptions regarding the age, material, and condition of surface and subsurface drainage infrastructure may be necessary to minimize time-consuming as-built plan reviews and field reconnaissance efforts. CWE will rely on City staff input to adjust the rating system inputs to reflect actual field conditions. Known City identified drainage facility maintenance problem data will be used over assumed values.

### **Task 10 – Stormwater Program Goals**

Local physical characteristics and municipal objectives often guide the development of Stormwater Program Goals and their ultimate implementation. With careful attention to City preferences and the 2012 NPDES Phase I Permit, CWE will develop and propose strategic Stormwater Program Goals and implementation strategies to enhance water quality. The assumptions and rationale utilized in developing these recommendations will take into consideration the City’s current and expected finances, potential grant opportunities, and/or alternative funding sources such as the Los Angeles County Clean Water, Clean Beaches Measure. CWE will also meet with City staff to define the City’s existing Stormwater Management Program, intra-city departmental responsibilities under the 2001 NPDES Phase I Permit, and summarize comparable responsibilities under the new 2012 NPDES Phase I Permit.

### **Task 11 – Stormwater Management Policies, Procedures, and Standards for Future Development**

CWE has assisted clients like the City of Los Angeles with the development of their LID Guidance Manual and new development and redevelopment policies to reduce pollutants of concern in stormwater discharges from public and private projects. We also developed a Model Stormwater Ordinance with LID Standards for the County San Bernardino to address their NPDES Phase I Permit requirements. CWE also developed an LID Site Design Policy for the San Diego Community College District and prepared LID Site Design Standards for implementation on capital improvement projects throughout the District’s facilities.

Given our breadth of experience authoring stormwater management policies, procedures, and standards, CWE will assist with identifying those policies, procedures, and standards which need to be developed or revised and are most critical to ensure compliance with the NPDES Phase I regulations and TMDLs.

### **Task 12 – Water Quality Master Plan**

CWE will use the information developed in the completion of the previous tasks to assemble a cohesive WQMP addressing the City's project goals and objectives outlined in the Request for Proposals. The WQMP will provide background information on the City's hydrologic limits, stormwater infrastructure, regulatory boundaries, and previous stormwater studies. It will also define the existing Stormwater Management Program, intra-city departmental responsibilities under the 2001 NPDES Phase I Permit, and summarize comparable responsibilities and goals under the new 2012 NPDES Phase I Permit. The WQMP will document the City's efforts to protect water quality and summarize stormwater regulations and their impacts on the City. The plan will identify known stormwater problems and present traditional, innovative, and progressive stormwater solutions which should be considered and applied throughout the City where economically and technically feasible. CWE will identify multiuse project opportunities to solve stormwater problems and funding sources which may be available to assist with these stormwater improvements. Proposed project alternatives will include planning level cost estimates for budgetary purposes and other relevant details. The WQMP will also include a phased plan to guide the implementation of proposed stormwater solutions. Incorporated within this plan will be an infrastructure maintenance plan to prioritize short- and long-term maintenance activities and practices to ensure regulatory compliance. The WQMP will feature programmatic goals and identify policies, procedures, and standards for future development to prevent further stormwater problems. Overall, the WQMP will provide recommendations for compliance with NPDES Phase I regulations and TMDLs.

CWE will provide the City with three (3) hard copies and an electronic copy of the Draft WQMP for review and comment. Shortly after submittal, CWE will prepare and deliver a Microsoft PowerPoint presentation to City staff. We will then respond to City written comments on the Draft WQMP and modify the plan accordingly. CWE will provide the City with three (3) hard copies and an electronic copy of the Final WQMP. CWE will then prepare and deliver a Microsoft PowerPoint presentation and associated visual aides to City Council or an advisory committee.

## EXHIBIT B

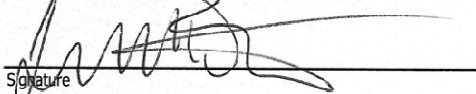
### PAYMENT RATES AND SCHEDULE



City of Agoura Hills Water Quality Master Plan  
Professional Services Maximum-Not-to-Exceed Fee

		Project Manager	QA/QC Manager	Principal Engineer	Senior Engineer	Project Engineer	Design Engineer	Assistant Engineer	CAD Drafter	Admin Assistant	Mileage	Subconsultant
<b>Task</b>		<b>Total</b>	<b>\$144</b>	<b>\$165</b>	<b>\$144</b>	<b>\$126</b>	<b>\$105</b>	<b>\$79</b>	<b>\$79</b>	<b>\$69</b>	<b>\$0.565</b>	<b>AECOM</b>
1	Project Management and Meetings	\$7,519	24				36				\$283	
2	Inventory of Existing Stormwater Facilities	\$6,694	6	2								\$5,500
3	Stormwater Regulations and Impacts on the City	\$3,376	2	1	2		12	16		1		
4	Stormwater Problems in Agoura Hills	\$4,289	4	1		12		24		1	\$71	
5	Solutions to Stormwater Problems	\$8,421	8	2	2	16	16	20	16	1		
6	Future Stormwater Capital Facility Opportunities	\$22,816	8	4	2	16	20	20	20	1	\$71	\$10,450
7	Phased Implementation Plan	\$1,607	4		2			8		1		
8	Funding Opportunities	\$1,319	2		2			8		1		
9	Infrastructure Maintenance Plan	\$4,250	2		4			8		1	\$71	\$2,530
10	Stormwater Program Goals	\$2,079	4		2		6	6		1		
11	Stormwater Management Policies, Procedures, and Standards for Future Development	\$2,086	4	1	2		6	4		1		
12	Water Quality Master Plan	\$12,256	16	4	4	12	20	40	20	2	\$142	
<b>Total Fee and Hours</b>		<b>\$76,712</b>	<b>84</b>	<b>15</b>	<b>22</b>	<b>16</b>	<b>60</b>	<b>116</b>	<b>154</b>	<b>56</b>	<b>\$638</b>	<b>\$18,480</b>

This cost proposal is signed below by a CWE company official with the power to bind the company in this proposal.

  
 \_\_\_\_\_  
 Signature  
 Jason T. Pereira  
 \_\_\_\_\_  
 Printed Name

January 17, 2013  
 \_\_\_\_\_  
 Date

**CWE**  
**2013 Rate Schedule<sup>1,2,3</sup>**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Principal Engineer	\$165
Senior Engineer	\$144
Project Engineer	\$126
Staff/Design Engineer	\$105
Assistant Engineer	\$79
Senior Environmental Scientist/Planner	\$107
Environmental Scientist/Planner	\$79
<u>Construction Services</u>	
Resident Engineer	\$125
Senior Construction Inspector	\$110
Construction Inspector	\$96
<u>Field Survey</u>	
Licensed Surveyor	\$134
3-Person Survey Crew	\$183
2-Person Survey Crew	\$152
<u>Support Services</u>	
GIS Specialist	\$103
Senior Engineering Technician	\$82
CADD Drafter	\$79
Engineering Technician	\$73
Administrative Assistant	\$69
<u>General</u>	
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$\$80/day
Field Vehicle – Monthly	\$1500/month
B&W Photocopies (per page)	\$0.09
Color Photocopies (per page)	\$0.49

- <sup>1</sup> Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.
- <sup>2</sup> Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
- <sup>3</sup> Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.







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## 2013 Schedule of Fees

### Professional Services

Administrative	\$90
Archaeologist/Architectural Historian I	\$80
Archaeologist/Architectural Historian II	\$90
Archaeologist/Architectural Historian III	\$105
Biologist I	\$90
Biologist II	\$105
Biologist III	\$125
Biologist IV	\$145
Designer I	\$85
Designer II	\$95
Designer III	\$115
Environmental Engineer/Scientist I	\$95
Environmental Engineer/Scientist II	\$120
Environmental Engineer/Scientist III	\$130
Sr. Environmental Engineer/Scientist	\$150
GIS Specialist I	\$110
GIS Specialist II	\$125
GIS Specialist III	\$160
Graphic Artist I	\$80
Graphic Artist II	\$110
Planner I	\$90
Planner II	\$115
Planner III	\$130
Planner IV	\$145
Principal I	\$195
Principal II	\$225
Principal III	\$270
Project Manager I	\$150
Project Manager II	\$170
Technical Editor/Word Processor I	\$90
Technical Editor/Word Processor II	\$100
Technician	\$55

### Other Direct Costs

AECOM 4x4 Vehicle Use \$75.00 daily  
(gas excluded)

Other reimbursable expenses and subconsultants will be billed at cost plus 10%. Invoices will be submitted on 4-week intervals for work in progress unless otherwise agreed. Invoices are due and payable within 30 days after invoice date.

Fees are valid through December 31, 2013. Rates are subject to adjustment based on contract terms.