



## REPORT TO CITY COUNCIL

**DATE:** AUGUST 26, 2015

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** REQUEST TO APPROVE THE SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CLEAN LAKES INC., FOR SERVICES RELATED TO THE MALIBU CREEK TRASH TMDL COMPLIANCE MONITORING PROGRAM

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Since December 2007, the City of Agoura Hills (City) has administered the compliance monitoring program on behalf of the Malibu Creek Watershed (MCW) group for the Bacteria Total Maximum Daily Load (TMDL). Clean Lakes, Inc., is the consultant under contract to provide these monitoring services. On November 12, 2014, the City Council authorized staff to take the lead on compliance monitoring efforts for the MCW Trash TMDL Compliance Monitoring Program, which became effective on November 30, 2014. In addition, the Council approved expanding Clean Lake's contract scope to include monitoring for the Trash TMDL, alongside the Bacteria TMDL, because there were cost-effective benefits, and it enabled the MCW to meet the deadline to initiate monitoring as set forth by the Executive Officer of the Regional Board.

The Trash TMDL identified point and non-point sources as the methods for which trash enters the waterbodies within our watershed. Point source refers to trash entering the storm drainage system, while non-point typically refers to trash entering the waterbody by other methods such as wind. The TMDL requires agencies to install full capture devices in 20% of their catch basins, annually, for the next five (5) years to address point sources; while a Trash Monitoring and Reporting Plan (TMRP) is the required mitigation measure for non-point sources. The TMRP was developed under a consultant contract by the County of Los Angeles, in concert with the other watershed agencies. The TMRP was submitted to the Regional Board on April 29, 2010, and subsequently approved in a letter from the Regional Board's Executive Officer dated May 30, 2014.

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit was adopted on November 8, 2012, by the Regional Board and became effective December 28, 2012. This permit incorporated both the Bacteria and Trash TMDLs, and included new requirements and specifications for a Monitoring and Reporting Plan (MRP).

Default monitoring requirements are specified in the MRP; however Permittees had the option to develop a Coordinated Integrated Monitoring Program (CIMP) that utilized alternative approaches to meet the stated primary objectives. The CIMP option was designed to provide the means to develop the information necessary to guide management decisions and to measure compliance with the permit. Even though the submitted CIMP includes TMRP implementation measures that will supersede our existing plans and programs, the Regional Board staff has stated the responsible agencies must implement the TMRP, and remain in effect until the CIMP has begun.

The City of Agoura Hills, along with its watershed partners, submitted the Final Draft CIMP prior to the June 28, 2014 deadline. It was originally anticipated the CIMP would be approved by the end of June 2015, but now may be delayed until next year. Because of this delay, the MCW group is required to continue implementing the TMRP. On August 12, 2015, the Council approved an amendment to the original Memorandum of Understanding (MOU) with the participating agencies to increase the budget and specify the cost share allocations through June 30, 2016. This report seeks to extend the term of the agreement with Clean Lakes Inc., in order for them to continue implementing the TMRP. The estimate from the consultant for the TMRP portion of the agreement is \$103,895; and is based on a CIMP approval in June 2016. It should be noted that the bacteria monitoring costs are not affected by this amendment, resulting in a total agreement amount of \$282,340. Staff is satisfied with the work product from Clean Lakes, Inc., and believes they will continue to meet the trash and bacteria monitoring requirements.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the second amendment to the agreement with Clean Lakes, Inc., for professional services related to the Malibu Creek Watershed Trash and Bacteria TMDL Compliance Monitoring Program.

Attachment: Second Amendment to Agreement with Clean Lakes, Inc.  
First Amendment to Agreement with Clean Lakes, Inc

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

<b>NAME OF CONSULTANT:</b>	Clean Lakes, Inc.
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	Attn: Thomas Moorhouse Vice President
<b>CONSULTANT'S ADDRESS:</b>	31320 Via Colinas, Unit 114 Westlake Village, CA 91362
<b>CITY'S ADDRESS:</b>	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
<b>PREPARED BY:</b>	Kelly Fisher
<b>COMMENCEMENT DATE:</b>	February 28, 2013 (original)
<b>TERMINATION DATE:</b>	June 30, 2016
<b>CONSIDERATION:</b>	Contract Price Not to Exceed: \$282,340

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF AGOURA HILLS AND CLEAN LAKES, INC.**

THIS SECOND AMENDMENT is made and entered into as of the 26th day of August, 2015, by and between the City of Agoura Hills, a municipal corporation ("City"), and Clean Lakes, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

A. On February 28, 2013, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and Clean Lakes, Inc." in the amount of \$111,043 ("Agreement") with a termination date of February 28, 2015.

B. On November 12, 2014, entered into the "First Amendment to Agreement between the City of Agoura Hills and Clean Lakes, Inc." to extend the term of the Agreement to February 28, 2016, to add additional duties to the tasks to be performed/scope of work to include additional monitoring required by the Malibu Creek TMDL and the Malibu Creek Trash Monitoring and Reporting Plan, and to increase the Agreement payment amount by \$67,402 for a total Agreement amount of \$178,445.

C. Both parties now desire to extend the term of the Agreement to June 30, 2016, to add additional duties to the tasks to be performed/scope of work to include additional monitoring required by the Malibu Creek Trash Monitoring and Reporting Plan, and to increase the agreement payment amount by \$103,895 for a total Agreement amount of \$282,340.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

**SECTION 1.** Section 1 ("Term") of the Agreement is hereby amended to read as follows:

"1. **TERM.** This Agreement shall commence on February 28, 2013, and shall remain and continue in effect upon completion of all tasks described herein, but in no event later than June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement."

**SECTION 2.** Paragraph A of Section 4 ("Payment") of the Agreement is hereby amended to read as follows:

"A. The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The First Amendment amount shall not exceed Sixty-Seven Thousand, Four Hundred and Two Dollars (\$67,402), for additional monitoring work related to the Malibu Creek Bacteria TMDL and the Malibu Creek Trash Monitoring and Reporting Plan. The Second Amendment amount shall not exceed One Hundred and Three Thousand, Eight Hundred Ninety-Five Dollars (\$103,895) for additional monitoring work related to the Malibu Creek Trash Monitoring and Reporting Plan for a total Agreement amount of Two Hundred Eighty-Two Thousand, Three Hundred Forty Dollars (\$282,340). The City shall not pay to Consultant a total amount exceeding Two Hundred Eighty-Two Thousand, Three Hundred Forty Dollars (\$282,340) unless additional payment is approved as provided in this Agreement.”

**SECTION 5.** Exhibit “A” (Tasks to be Performed) of the Agreement is hereby amended by adding thereto the items set forth on Attachment “A” to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

**SECTION 6.** Except for the changes specifically set forth in this Second Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

**SECTION 7.** The Recitals are incorporated herein as though set forth in full.

**IN WITNESS WHEREOF,** the parties have executed this Second Amendment as of the date first written above.

**CITY OF AGOURA HILLS**

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Illece Buckley 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

**Clean Lakes, Inc.**

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

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

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

## **ATTACHMENT A**

Attached hereto and incorporated herein is the additional tasks to be performed (*i.e.*, additional scope of work) and associated cost as provided by the Consultant.

**See attached July 13, 2015 Proposal Letter by Clean Lakes, Inc.**

# CLEAN LAKES INC.

Aquatic Ecosystem Restoration & Maintenance

July 13, 2015

Mr. Kelly Fisher  
City of Agoura Hills  
Public Works Project Manager  
30001 Ladyface Court  
City of Agoura Hills, CA 91301

**RE: Proposed One (1) Year Extension for Professional Consultant Services to Conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek Watershed**

Mr. Fisher:

With regard to our November 4, 2015 Proposal for Professional Consultant Services to conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek and the resulting contract Agreement, Clean Lakes, Inc. (CLI) is willing to extend the terms of this Agreement for an additional twelve (12) months from July 1, 2015 through June 30, 2016.

**COMPENSATION FOR THE ABOVE:** The costs associated with extending the Agreement for the scope of work outlined in the November 4, 2014 proposal are provided in the table below. The total project cost anticipates carrying out TMRP activities for monitoring one (1) critical event high wind and two (1) critical event high rain episodes for the period through November 30 to complete the TMRP monitoring requirement for the twelve (12) month period that began in December 2014. In addition three (3) critical event high wind and three (3) critical event high rain episodes are budgeted for the period December 1 through June 30, 2016. The proposed project budget, provided below, is \$94,904.00.

Item	Rate	Hours	Man	Units	Subtotal	Total Estimated Budget
1. Project Management						
1.a As needed project management and related support	\$145.00	16	1	1	\$2,320.00	\$2,320.00
<b>1. total</b>					<b>\$2,320.00</b>	<b>\$2,320.00</b>



# CLEAN LAKES INC.

Item	Rate	Hours	Man	Units	Subtotal	Events per month	# of months (7/1/15 to 6/30/16)	Total Estimated Budget
<b>2. Monitoring activities</b>								
2.a Monitoring year from 7/1/15 to 12/31/15	\$0.00				\$0.00	0		
2.b Under approved TMRP, monitoring commences no later than 7/1/15	\$0.00				\$0.00	0		
2.c Acquire access permits from appropriate agencies	\$145.00	4	1	1	\$580.00	0		\$580.00
2.c.1 Permit costs (estimated)	\$1,252.00	1	1	1	\$1,252.00	0		\$1,252.00
<b>2.a - c total</b>								<b>\$1,832.00</b>
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Crew Leader	\$92.50	8	1	1	\$740.00	2	12	\$17,760.00
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Field Assistant vehicle	\$52.25 \$105.00	8 1	1 1	1 1	\$418.00 \$105.00	2 2	12 12	\$10,032.00 \$2,520.00
<b>2.d total</b>					<b>\$1,263.00</b>		<b>12</b>	<b>\$30,312.00</b>
2.e Conduct monitoring at General Assessment Sites (GAS) - Crew Leader	\$92.50	6	1	1	\$555.00	1	12	\$6,660.00
2.e Conduct monitoring at General Assessment Sites (GAS) - Field Assistant vehicle	\$52.25 \$105.00	6 1	1 1	1 1	\$313.50 \$105.00	1 1	12 12	\$3,762.00 \$1,260.00
<b>2.e total</b>					<b>\$973.50</b>		<b>12</b>	<b>\$11,682.00</b>
2.f Conduct 3 high wind and 3 rain event - Pre - Crew Leader	\$92.50	8	1	9	\$6,660.00			\$6,660.00
2.f Conduct 3 high wind and 3 rain event - Pre - Field Assistant	\$52.25	8	1	9	\$3,762.00			\$3,762.00
2.f Conduct 3 high wind and 3 rain event - Post - Crew Leader	\$92.50	8	1	9	\$6,660.00			\$6,660.00
2.f Conduct 3 high wind and 3 rain event - Post - Field Assistant vehicle	\$52.25 \$105.00	8 1	1 1	9 18	\$3,762.00 \$1,890.00			\$3,762.00 \$1,890.00
<b>2.f total</b>					<b>\$22,734.00</b>			<b>\$22,734.00</b>
Miscellaneous (equipment, tools, field supplies)	\$1,664.00			1	\$1,664.00			\$1,664.00
<b>2. totals</b>								<b>\$68,224.00</b>

Item	Rate	Hours	Man	Units	Subtotal	Events per month	# of months (7/1/15 to 6/30/16)	Total Estimated Budget
<b>3. Reporting and Data Management</b>								
3.a Prepare and submit tech memo w/i 30 days after each event (for 2.d and 2.e)	\$145.00	4	1	1	\$580.00	2	12	\$13,920.00
3.a.i Prepare and submit tech memo w/i 30 days after each event (for 2.f)	\$145.00	4	1	1	\$580.00	2	9	\$10,440.00
<b>3. totals</b>					n/a			<b>\$24,360.00</b>

## CLEAN LAKES INC.

Following your review of the above, let me know if you have any questions or comments. I can be reached via e-mail at [tmoorhouse@cleanlake.com](mailto:tmoorhouse@cleanlake.com) or via mobile phone at 818-201-5982.

Thank you for the opportunity to provide support for your compliance monitoring needs. Further information on our services can be found on our web site at [www.cleanlake.com](http://www.cleanlake.com).

**CLEAN LAKES, INC.**



Thomas G. Moorhouse  
Manager

*Clean Lakes, Inc.  
31320 Via Colinas, Unit 114  
Westlake Village, California 91362  
Telephone: 1-818-889-8691  
Fax: 1-818-889-8693*

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

<b>NAME OF CONSULTANT:</b>	<b>Clean Lakes, Inc.</b>
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	<b>Attn: Thomas Moorhouse Vice President</b>
<b>CONSULTANT'S ADDRESS:</b>	<b>31320 Via Colinas, Unit 114 Westlake Village, CA 91362</b>
<b>CITY'S ADDRESS:</b>	<b>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager</b>
<b>PREPARED BY:</b>	<b>Kelly Fisher</b>
<b>COMMENCEMENT DATE:</b>	<b>February 28, 2013 (original) November 12, 2014</b>
<b>(Amendment)</b>	
<b>TERMINATION DATE:</b>	<b>February 28, 2016</b>
<b>CONSIDERATION:</b>	<b>Contract Price Not to Exceed: \$178,445</b>

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF AGOURA HILLS AND CLEAN LAKES, INC.**

THIS FIRST AMENDMENT is made and entered into as of the 12th day of November, 2014, by and between the City of Agoura Hills, a municipal corporation ("City"), and Clean Lakes, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

A. On February 28, 2013, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and Clean Lakes, Inc." in the amount of \$111,043 ("Agreement") with a termination date of February 28, 2015.

B. Both parties now desire to extend the term of the Agreement to February 28, 2016, to add additional duties to the tasks to be performed/scope of work to include additional monitoring required by the Malibu Creek Bacteria TMDL and the Malibu Creek Trash Monitoring and Reporting Plan, and to increase the agreement payment amount by \$67,402 for a total Agreement amount of \$178,445.

C. Such extension shall be subject to the same conditions as set forth in the original agreement which commenced on February 28, 2013.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

**SECTION 1.** Section 1 ("Term") of the Agreement is hereby amended to read as follows:

"1. **TERM.** This Agreement shall commence on February 28, 2013, and shall remain and continue in effect upon completion of all tasks described herein, but in no event later than December 31, 2015, unless sooner terminated pursuant to the provisions of this Agreement."

**SECTION 2.** Paragraph A of Section 4 ("Payment") of the Agreement is hereby amended to read as follows:

"A. The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The First Amendment amount shall not exceed Sixty-One Thousand, Four Hundred Forty-Four

Dollars (\$61,444), plus 10% Contingency of Five Thousand, Nine Hundred Fifty-Eight Dollars (\$5,958) for additional monitoring work related to the Malibu Creek Bacteria TMDL and the Malibu Creek Trash Monitoring and Reporting Plan for a total Agreement amount of One Hundred Seventy-Eight Thousand, Four Hundred Forty Five Dollars (\$178,445). The City shall not pay to Consultant a total amount exceeding \$178,445 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 Agreement as approved by the City Council. Any additional work in excess of the additional ten percent (10%) amount shall be approved by the City Council."

**SECTION 3.** Section 8 ("Indemnification") of the Agreement is hereby amended to read as follows:

**"8. INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the City of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their special districts, elected and appointed officers, officials, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with acts or omissions relating to the Consultant's performance of this Agreement."

**SECTION 4.** Subsection 1 of Paragraph D of Section 9 ("Insurance Requirements") of the Agreement is hereby amended to read as follows:

"1) The City of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their 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 of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their officers, officials, employees or volunteers."

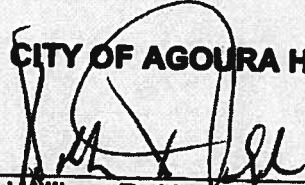
**SECTION 5.** Exhibit "A" (Tasks to be Performed) of the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

**SECTION 6.** Except for the changes specifically set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SECTION 7.** The Recitals are incorporated herein as though set forth in full.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment as of the date first written above.

**CITY OF AGOURA HILLS**

  
\_\_\_\_\_  
William D. Koehler  
Mayor

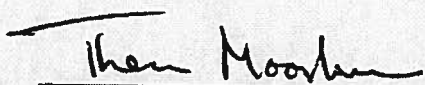
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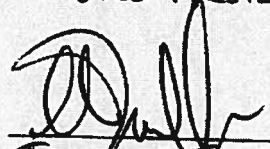
  
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**Clean Lakes, Inc.**

By:   
Name: THOMAS Moorhouse  
Title: Vice President

By:   
Name: Thomas J. Morabito  
Title: President

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

## **ATTACHMENT A**

**Attached hereto and incorporated herein is the additional tasks to be performed (i.e., additional scope of work) and associated cost as provided by the Consultant.**

# CLEAN LAKES INC.

Aquatic Ecosystem Restoration & Maintenance

November 4, 2014

Mr. Kelly Fisher  
City of Agoura Hills  
Public Works Project Manager  
30001 Ladyface Court  
City of Agoura Hills, CA 91301

**RE: Proposal for Professional Consultant Services to Conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek**

Mr. Fisher:

In response to the Scope of Work titled, "Proposal for Professional Consultant Services to Conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek, provided below is our proposal to offer services for this project.

**BACKGROUND:** The City of Agoura Hills (City), on behalf of several cities in the watershed and the County of Los Angeles (Group), is requiring services to implement the Trash Monitoring and Reporting Plan in response to the Los Angeles Regional Water Quality Control Board's (LARWQCB) Trash TMDL established for Malibu Creek. The TMRP document (April 2010) addresses all requirements as listed in the Basin Plan Amendment (BPA) as follows:

The TMRP document addresses all requirements as listed in the BPA including:

1. Establishment of Monitoring Requirements
2. Establishment of a Baseline Waste Load Allocation (WLA)
3. Definition of Critical Conditions
4. Development of First-year Monitoring Procedures
  - a. Identification of Collection Locations
  - b. Identification of Collection Frequencies
5. Establishment of Reporting Requirements
6. Prioritization for Full Capture System (FCS) or Partial Capture System (PCS)/BMP program implementation
  - a. Identification of High Trash Generating Areas
  - b. Implementation of PCS/BMP Effectiveness Program



# CLEAN LAKES INC.

To achieve those goals, an assessment is utilized where Minimum Frequency and Assessment Collection (MFAC) sites are identified per each impaired reach that falls under the jurisdiction of the participating agencies and adds additional monitoring to meet the other goals of the TMRP. The intent of the approach is to ensure that the MFAC program requirements are met and to utilize that information to the extent possible to meet other TMRP requirements so that duplicative efforts are minimized.

The TMRP approach for meeting both the MFAC and TMRP requirements will include the use of two types of monitoring sites:

- The *Compliance Monitoring Sites (CMS)* are specific site locations located in impaired waterbodies within the watershed which will be representative of the defined area/reach described in the BPA. These compliance sites will be considered a component of the MFAC program, and will be considered the points of compliance for all TMDL milestones and reductions. These compliance monitoring sites will also serve the TMRP requirements, and be utilized for the development of applicable allocations and identification of sources via the detailed monitoring taking place at the site.
- The *General Assessment Sites (GAS)* will serve multiple purposes under this plan. First, the general assessment sites will further capture the remaining impaired areas/reaches not covered by the compliance monitoring sites, hence increasing monitoring and collection in the impaired reaches. These sites will also be utilized to further identify high trash generating areas upstream of compliance site locations, site specific BMP effectiveness monitoring, site specific conditions prior to BMP implementation (both full and partial capture systems), specific land use characterization, and other applications as deemed necessary by the participating responsible parties. The general assessment sites will not be utilized as points of compliance for TMDL milestones and reductions, but supplement the information gathered at the compliance monitoring locations.

**SCOPE OF WORK-PROJECT DESCRIPTION:** The Scope of Work provided consists of several elements that include Project Management, Monitoring Activities and Reporting and Data Management. The tasks associated with these elements are provided below.

## **1. Project Management**

- a. Within seven (7) working days of the Notice to Proceed, Clean Lakes, Inc. (CLI) shall conduct a kick-off meeting to discuss the Scope of Work and any other pertinent details.
- b. All meeting agendas will be submitted electronically two (2) business days prior to the meeting date. All meeting minutes will be submitted electronically within five (5) business days after the meeting date. Three (3) meetings are

# **CLEAN LAKES INC.**

anticipated with an estimated duration of 2 hours per meeting. However, additional or fewer meetings may be required and the duration of each meeting may vary, as needed.

- c. CLI shall submit a project schedule and updates as needed in order to meet deadlines established within the Scope of Work. Critical events are expected to require an update to project schedules, however, due to the nature of critical events and the thresholds that determine whether a critical event has been achieved, project updates may not be available until after a critical event has occurred.
- d. CLI will review and adopt, or modify and adopt based on agreement with the Group/City, field data collection sheets found in the TMRP attachments A & B. The Trash Assessment Worksheet and Trash Worksheet – Hazardous Material/Intractable Waste Log, which make up attachments A & B are attached to this proposal.

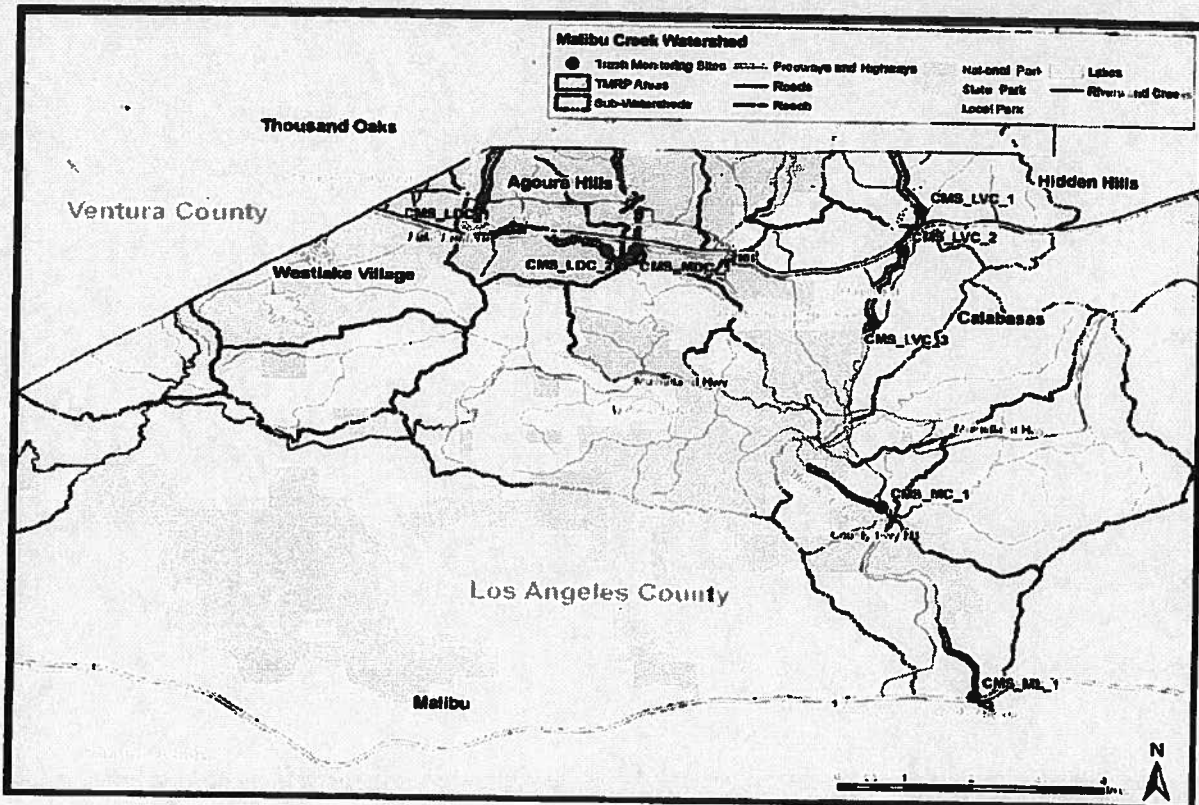
## **2. Monitoring Activities**

- a. The 2014-2015 TMRP monitoring year starts July 1, 2014 and ends June 30, 2015.
- b. Monitoring under the approved TMRP is to commence immediately upon issuance of a Notice to Proceed and no later than November 30, 2014.
- c. CLI will acquire access permits from the appropriate agencies prior to conducting any monitoring. Estimated fees associated with access permits are included in the cost proposal and will be the sole responsibility of CLI, who would be conducting the monitoring activities.
- d. CLI shall conduct the Minimum Frequency of Assessment and Collection (MFAC) Program samplings at the Compliance Monitoring Sites (CMS) following the prescribed frequency (bimonthly or monthly) defined in Table 3 of the TMRP (shown below). Maps of site locations shown in Figures 1-4 of the attached TMRP and are provided below. Additional site specific information for CMS location is provided in the TMRP. Should a critical event occur requiring pre and post event monitoring within 7 days of a scheduled CMS sampling event, then the critical event monitoring event will be substituted for the CMS sampling event to avoid duplication (see critical event monitoring discussion in 2.f below). Sampling will be carried out by a two man sampling crew led by a crew leader and an assistant.

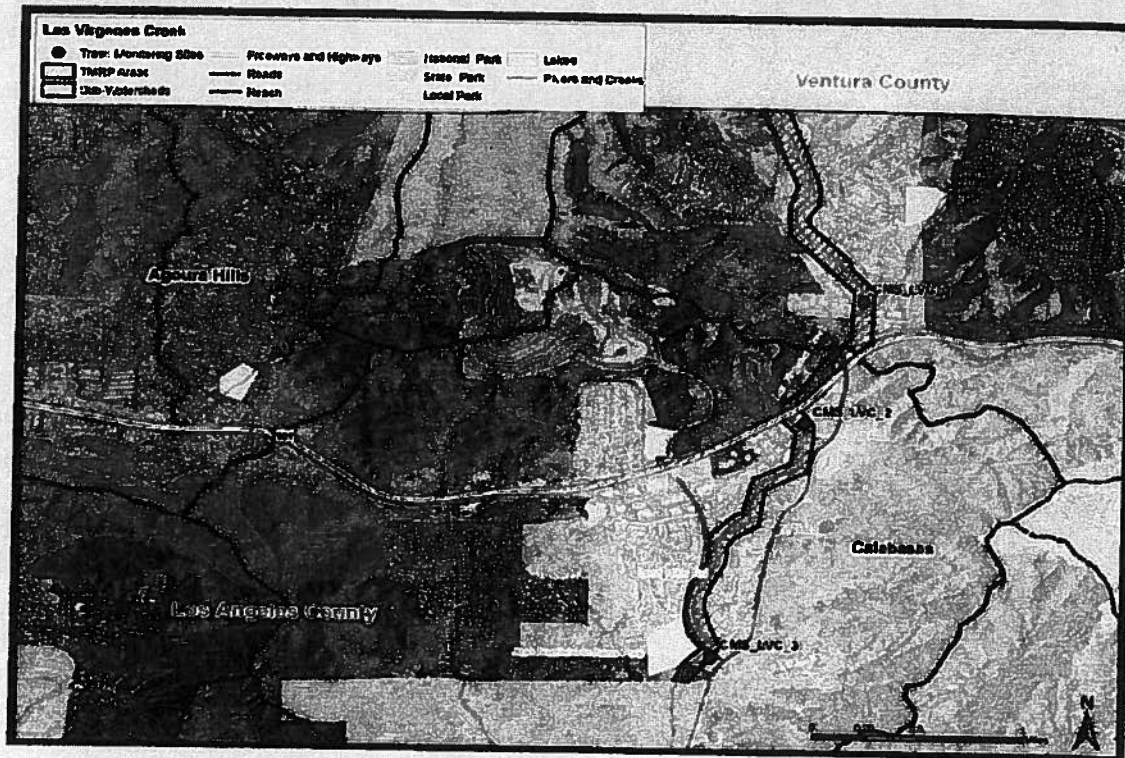
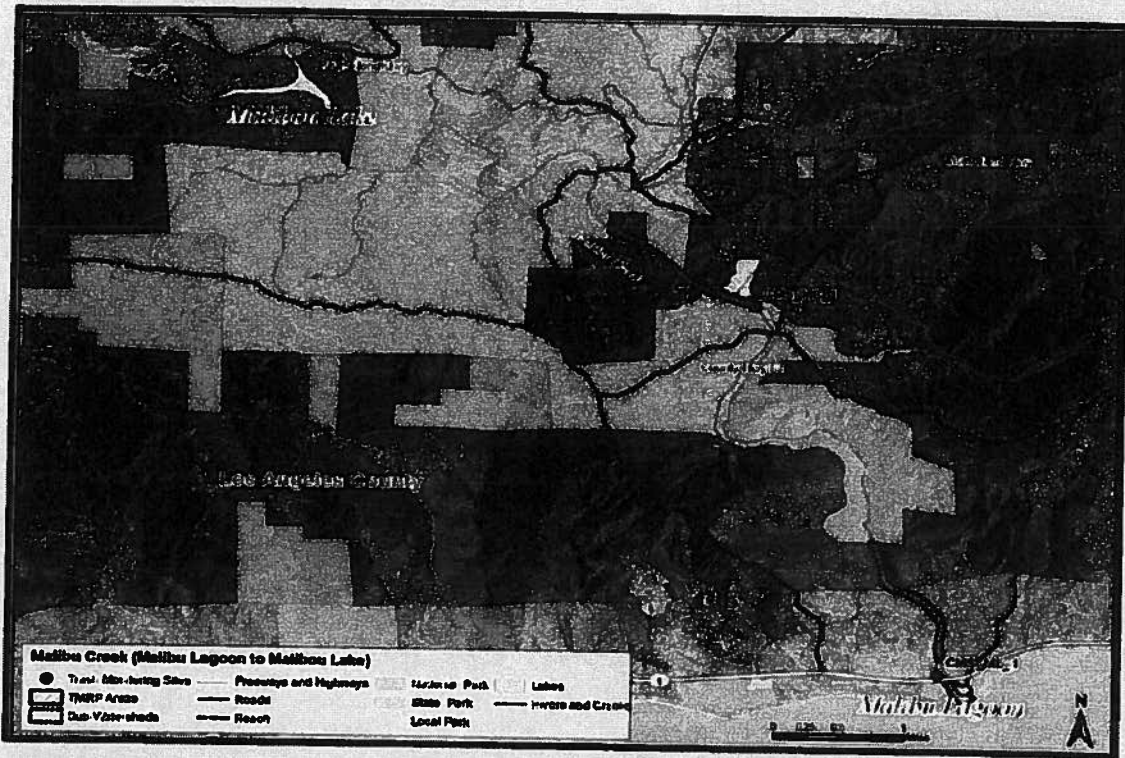
# CLEAN LAKES INC.

<b>Impaired Subwatershed</b>	<b>Compliance Monitoring Site(s)</b>	<b>Site Description in BPA<sup>1</sup></b>	<b>Assessment Frequency</b>
Malibu Creek (From Malibu Lagoon to Malibu Lake)	CMS_MC_1	<i>Within the County of Los Angeles &amp; in the State Parks</i>	Monthly
Malibu Lagoon	CMS_ML_1	<i>The waterbody, shorelines, beach &amp; areas adjacent to Malibu Lagoon</i>	Bi-monthly
Medea Creek Reach 2 (Above Confluence)	CMS_MDC_1	<i>Waterbody, shorelines &amp; the adjacent areas from the confluence w/ Lindero Creek to the intersection w/ Thousand Oaks Blvd</i>	Bi-monthly
Lindero Creek Reach 1 (Confluence with Medea Creek to Lake Lindero)	CMS_LDC_2	Lindero Creek Reach 1 including the waterbody, shorelines & the adjacent areas	Bi-monthly
Lindero Creek Reach 2 (Above Lake Lindero)	CMS_LDC_1	<i>Lindero Creek Reach 2 including the waterbody, shorelines &amp; the adjacent areas</i>	Monthly
Las Virgenes Creek	CMS_LVC_3	<i>Waterbody, shorelines &amp; adjacent areas between Mulholland Highway &amp; Juan Bautista De Anza Park at Los Hills Road in the City of Calabasas</i>	Bi-monthly
	CMS_LVC_1 CMS_LVC_2	Waterbody, shorelines & the adjacent areas for the rest of the City of Calabasas	Bi-monthly

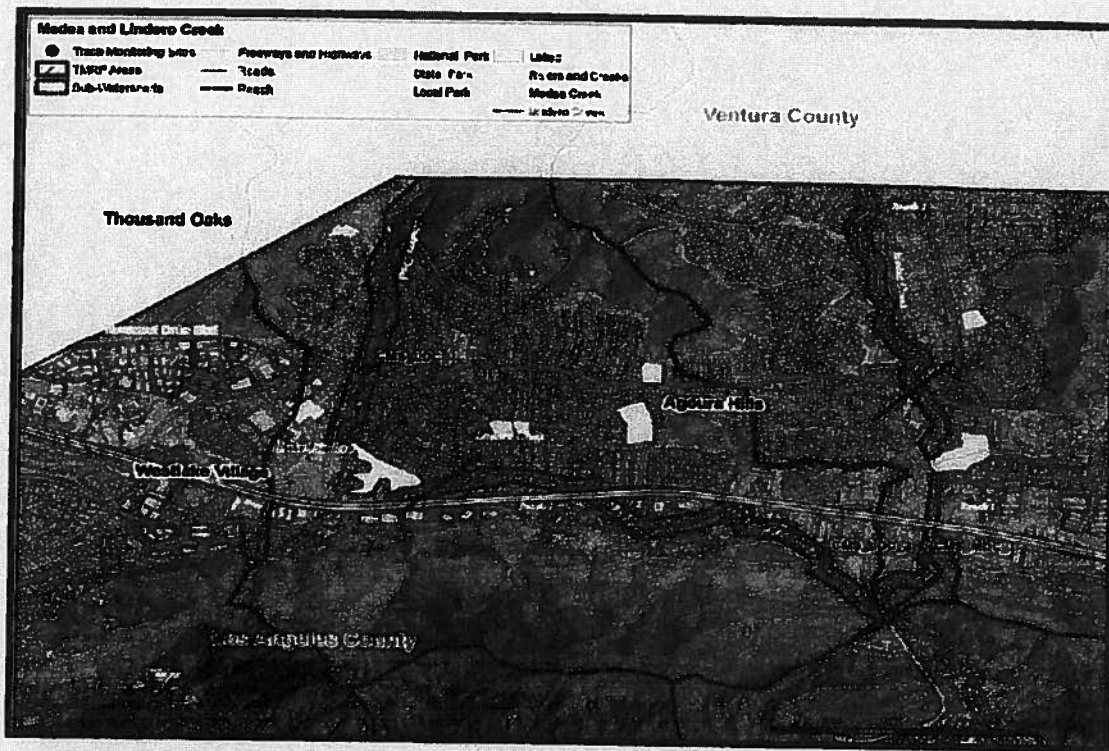
1. **Bold and italicized Site Descriptions** include areas where there is an overlap of responsibility with National Parks, State Parks, privately owned land with restricted access, and/or Ventura County responsible parties.



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- e. CLI will conduct monthly General Assessment Site (GAS) monitoring as needed to gather further information. As no sites are currently identified by the TMRP, CLI will work with the City of Agoura Hills to identify sites to conduct this component. GAS locations will be determined during the Kick-Off meeting described in 1.a., and will be selected through criteria provided in the TMRP (see page 8 of TMRP). Two (2) GAS monitoring locations are proposed to be visited per month. Sampling will be carried out by a two man sampling crew led by a crew leader and a field assistant.
- f. CLI will conduct 3 high wind and 3 rain events at each of the CMS locations. Evaluations include the collection of trash during "pre-" and "post-" critical condition events (see page 13 of the attached TMRP) at all CMS. CLI will monitor rain and wind advisories and notify the City of Agoura Hills contract lead when the opportunity to conduct pre critical condition monitoring presents itself. CLI is concerned that pre wind triggers are not developed enough to provide adequate time to conduct monitoring. Furthermore, the frequency of CMS events will likely provide a sufficient baseline for the determination of an appropriate pre critical condition. However, Critical Condition thresholds for High Wind events will be triggered by a wind advisory (>31 mph) issued by the National Weather Service for the Angeles National Forest area or by the California Highway Patrol for Highway 5 in the Santa Clarita Valley. A rain event trigger will be determined during the Kick-off meeting described above in 1.a.. The LARWQCB Trash Total Maximum

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Daily Load (TMDL) staff report defines a critical condition rain event as a major storm that will be used to define a rain event trigger. Should a critical event occur requiring pre and post event monitoring within 7 days of a scheduled CMS sampling event, then the critical event monitoring event will be substituted for the CMS sampling event to avoid duplication (see critical event monitoring discussion in 2.d above). Sampling will be carried out by a two man sampling crew led by a crew leader and a field assistant.

- g. CLI will execute assessment procedures including compliance monitoring and trash collection as per the TMRP Assessment Procedures section (pages 16-19 of the attached TMRP) and associated SOPs.
- h. CLI will conduct all collection events during full daylight hours under safe weather and environmental conditions as per the TMRP Collection Event Preparation and Safety consideration sections of the TMRP.

### 3. Reporting and Data Management

- a. CLI will prepare and submit a technical memo following each monitoring event summarizing all conditions and data collected within 30 days of the monitoring event. No other Reporting and Data Management tasks are included.

**SERVICES TO BE PROVIDED:** All manpower, equipment, technical advice, materials, trash disposal and other requirements needed to perform per the scope of work outlined above. Thomas Moorhouse will serve as Project Manager. Michael Cimo will serve as Crew Leader and a Field Assistant will be determined. Thomas Moorhouse and Michael Cimo are Clean Lakes, Inc. staff, both of whom have been directly involved with the Malibu Creek Watershed Compliance Monitoring Program for coliform bacteria since 2008, would be assigned to this project. CLI will use partner city dumpsters to dispose of trash as opposed to disposing trash at a waste facility.

**EQUIPMENT TO BE USED:** A pickup truck and all necessary equipment as outlined in the TMRP Equipment Checklist (page 14) would be supplied to carry out the monitoring and collection requirements.

**COMPENSATION FOR THE ABOVE:** The associated costs for the scope of work outlined in this proposal are provided in the table below. It should be noted that CMS monitoring and collection sites have been included regardless of the critical event monitoring and collection that is likely to occur, thus the subtotal for section 2 and the total is expected to be less than \$59,583.00.

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Item	Rate	Hours	Men	Units	Subtotal	Total Estimated Budget
<b>1. Project Management</b>						
1.a Kick off meeting to discuss Scope of Work	\$145.00	8	1	1	\$1,160.00	\$1,160.00
1.b Prepare and submit meeting minutes	\$145.00	2.5	1	3	\$1,087.50	\$1,087.50
1.c Submit Project Schedule and updates	\$145.00	2.5	1	3	\$1,087.50	\$1,087.50
1.d Adopt field collection sheets and project prep	\$145.00	24	1	1	\$3,480.00	\$3,480.00
<b>1. total</b>						<b>\$6,815.00</b>

Item	Rate	Hours	Man	Units	Subtotal	Events per Month	# of months (12/1/14 to 6/30/15)	Total Estimated Budget
<b>2. Monitoring activities</b>								
2.a Monitoring year from 7/1/14 to 6/30/15								
2.b Under approved TMRP, monitoring commences no later than 11/30/14								
2.c Acquire access permits from appropriate agencies	\$145.00	10	1	1	\$1,450.00			\$1,450.00
2.c.1 Permit costs (estimated)	\$500.00	1	1	1	\$500.00			\$500.00
<b>2.c - c total</b>								<b>\$1,950.00</b>
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Crew Leader	\$92.50	8	1	1	\$740.00	2	7	\$10,360.00
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Field Assistant	\$52.25	8	1	1	\$418.00	2	7	\$5,852.00
vehicle	\$105.00	1		1	\$105.00	2	7	\$1,470.00
<b>2.d total</b>					<b>\$1,263.00</b>		<b>7</b>	<b>\$17,682.00</b>
2.e Conduct monitoring at General Assessment Sites (GAS) - Crew Leader	\$92.50	5	1	1	\$462.50	1	7	\$3,237.50
2.e Conduct monitoring at General Assessment Sites (GAS) - Field Assistant	\$52.25	5	1	1	\$261.25	1	7	\$1,828.75
vehicle	\$105.00	1		1	\$105.00	1	7	\$735.00
<b>2.e total</b>					<b>\$723.75</b>		<b>7</b>	<b>\$5,801.25</b>
2.f Conduct 3 high wind and 3 rain event - Pre - Crew Leader	\$92.50	8	1	6	\$4,440.00			\$4,440.00
2.f Conduct 3 high wind and 3 rain event - Pre - Field Assistant	\$52.25	8	1	6	\$2,508.00			\$2,508.00
2.f Conduct 3 high wind and 3 rain event - Post - Crew Leader	\$92.50	8	1	6	\$4,440.00			\$4,440.00
2.f Conduct 3 high wind and 3 rain event - Post - Field Assistant	\$52.25	8	1	6	\$2,508.00			\$2,508.00
vehicle	\$105.00			12	\$1,260.00			\$1,260.00
<b>2.f total</b>					<b>\$15,156.00</b>			<b>\$15,156.00</b>
Miscellaneous (equipment, tools, field supplies)	\$2,029.46			1	\$2,029.46			\$2,029.46
<b>2. totals</b>								<b>\$42,618.71</b>
<b>Total</b>								<b>\$42,618.71</b>

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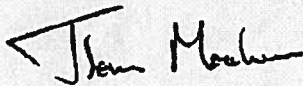
Item	Rate	Hours	Man	Units	Subtotal	Events per Month	# of months (12/1/14 to 6/30/15)	Total Estimated Budget
<b>3. Reporting and Data Management</b>								
3.a Prepare and submit tech memo w/ 30 days after each event (for 2.d an 2.e)	\$145.00	5	1	1	\$725.00	2	7	\$10,150.00
<b>3.totals</b>								\$10,150.00
<b>Total</b>								\$10,150.00

It is not currently known what quantities or volume of trash that will need to be collected, therefore the assumption is that the time required will not exceed 8 hours per day for CMS and Critical Collection Events (Wind/Rain), and 5 hours for GAS Collection Events as outlined in the budget above.

Following your review of the above, let me know if you have any questions or comments. I can be reached via e-mail at [tmoorhouse@cleanlake.com](mailto:tmoorhouse@cleanlake.com) or via mobile phone at 818-201-5982.

Thank you for the opportunity to provide support for your compliance monitoring needs. Further information on our services can be found on our web site at [www.cleanlake.com](http://www.cleanlake.com).

**CLEAN LAKES, INC.**



Thomas G. Moorhouse  
Manager

Attachments: The Trash Assessment Worksheet  
Trash Worksheet – Hazardous Material/Intractable Waste Log

**31320 Via Colinas, Unit 114  
Westlake Village, California 91362  
Telephone: 1-818-889-8691  
Fax: 1-818-889-8693**



# Appendix A Trash Assessment Worksheet

## Malibu Creek Watershed Trash Assessment Worksheet

Watershed/Stream:	Date:	Start Time:
Monitoring Staff:	Site ID:	End Time:
Total Pieces In Stream:	Total Pieces On Banks:	Grand Total Trash:
Volume (# trash bags):	Weight (lb): In Stream:                      On Banks:	Total Weight Outside Site (lb):
Width Right Bank (ft):	Width Left Bank (ft):	Photo #'s (from camera)
Dumped %	Hazardous Waste Log (Y/N)	Intractable Trash Log (Y/N)

Trash Item Tally: Tally with ( )

Plastic/Styrofoam:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Paper Products/ Electronics:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Household Items:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Landscape Materials:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Aluminum/Metal:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Automotive	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Yard/Maximum Material	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Glass	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Site/Hazardous	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Personal Effects	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Sports Equipment	# In Stream	# On Bank	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					