

## REPORT TO CITY COUNCIL

**DATE:** APRIL 13, 2016

**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 PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES RELATED TO THE MALIBU CREEK WATERSHED COORDINATED INTEGRATED MONITORING PROGRAM**

---

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 Total Maximum Daily Loads (TMDLs), and included new requirements and specifications for a Monitoring and Reporting Plan (MRP) with the following primary objectives:

- Assess the chemical, physical, and biological impacts of discharges from the MS4 on receiving waters.
- Assess compliance with receiving water limitations (RWLs) and water quality-based effluent limitations (WQBELs) established to implement TMDL wet weather and dry weather waste load allocations (WLAs).
- Characterize pollutant loads in MS4 discharges.
- Identify sources of pollutants in MS4 discharges.
- Measure and improve the effectiveness of pollutant controls implemented under the Permit.

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 is designed to provide the means to develop the information necessary to guide management decisions and to measure compliance with the permit. The City of Agoura Hills, along with its watershed partners, submitted the Draft CIMP prior to the June 28, 2015 deadline. The CIMP was conditionally approved by the Los Angeles Regional Water Quality Board on January 21, 2016; which stated the monitoring program must commence by April 20, 2016.

The City of Agoura Hills (City) currently administrates the compliance monitoring program on behalf of the Malibu Creek Watershed Enhanced Watershed Management Program (MCW EWMP) group, which consists of the cities of Calabasas, Hidden Hills, and Westlake Village, County of Los Angeles, and the Los Angeles County Flood Control District. On March 24, 2016, the City received three proposals from Alta

Environmental, Tetra Tech, and Larry Walker Associates. The MCW EWMP selection committee reviewed and evaluated the proposals, and unanimously determined that Larry Walker Associates was the most experienced and qualified for this project.

The cost proposals were as follows:

Alta Environmental	\$1,204,882.90
Larry Walker Associates	\$1,628,564.00
Tetra Tech	\$1,872,160.00

It should be noted that the varying costs listed above are spread over a three-year period, and are based on each firm's fee rates and assumption of what work will be needed to complete the project.

Since the CIMP is inclusive of multiple agencies, an agreement will need to be executed with the watershed agencies to provide a fair share of the contract based on jurisdictional area, a 10% contingency, and a 5% management fee, which is covered collectively by all of the watershed agencies to the lead city providing management of the compliance monitoring program. Staff supports this request since the management fee collected from the agencies reduces the net fiscal impact to the City. The estimated fair share for the City is estimated to be \$286,506, which will be spread over a three-year period.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the agreement with Larry Walker Associates for professional consulting services related to the Malibu Creek Watershed Coordinated Integrated Monitoring Program.

Attachment: Professional Consultant Services Agreement

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

**NAME OF CONSULTANT:** Larry Walker Associates

**RESPONSIBLE PRINCIPAL OF CONSULTANT:** Attn: Chris Minton, Vice President

**CONSULTANT'S ADDRESS:** 2151 Alessandro Dr., Suite 100  
Ventura, CA 93001

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

**PREPARED BY:** Kelly Fisher

**COMMENCEMENT DATE:** April 13, 2016

**TERMINATION DATE:** June 30, 2019

**CONSIDERATION:** Contract Price  
Not to Exceed: \$1,628,564.00

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  _____  _____  _____  _____
--

**Date:** \_\_\_\_\_ **Amount: \$** \_\_\_\_\_ **Authorized By:** \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND LARRY WALKER  
ASSOCIATES**

**THIS AGREEMENT** is made and effective as of April 13, 2016, between the City of Agoura Hills, a municipal corporation ("City") and Larry Walker Associates ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on April 13, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2019, 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**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. PREVAILING WAGES**

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. 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 by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant 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 \$50.00 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 sub-consultant under him, in violation of the provisions of the Agreement.

## **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 One Million Six Hundred Twenty Eight Thousand Five Hundred Sixty Four Dollars and Zero Cents (\$1,628,564.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. 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.

D. Consultant shall 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. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

## **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 entitled "PAYMENT" herein.

## **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 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 ten (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 therefrom 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.

## **9. INDEMNIFICATION**

A. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and each of their directors, officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (each a "MOU Participating Agency") (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. Consultant shall defend with Legal Counsel of City's choosing, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against a MOU Participating Agency, its directors, officials, officers, and employees. The duty to defend and to hold harmless, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against a MOU Participating Agency, its respective officials, officers, agents, employees and representatives, notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit. All duties of Consultant under this Section shall survive termination of this Agreement.

## **10. INSURANCE REQUIREMENTS**

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, 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, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, 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.

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

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. 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: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

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: One million (\$1,000,000) 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 Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and each of their directors, 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 Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and each of their directors, officers, officials, employees and volunteers are to be covered and named 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 Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and each of their directors, officers, officials, employees and volunteers. Any insurance or self-insured maintained by the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and each of their directors, 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 has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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, specifically naming the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles

County Flood Control District, and each of their directors, their officers, officials, employees and volunteers as additional insured, 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 acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## **11. INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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. The Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, 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 Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles, and the Los Angeles County Flood Control District, and



To Consultant:

Larry Walker Associates  
2151 Alessandro Dr., Suite 100  
Ventura, CA 93001  
Attention: Chris Minton, Vice President

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**16. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**20. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

---

Harry Schwarz,  
Mayor

ATTEST:

---

Kimberly M. Rodrigues, MMC  
City Clerk  
*Date    Approved    by    City    Council*

---

APPROVED AS TO FORM:

---

Candice K. Lee,  
City Attorney

**CONSULTANT**

Larry Walker Associates  
2151 Alessandro Dr., Suite 100  
Ventura, CA 93001  
Chris Minton, Vice President  
805-585-1835  
805-585-1840 fax

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

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

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

EXHIBIT A  
TASKS TO BE PERFORMED

## **1. Objectives**

The goal is to implement the monitoring and reporting program in accordance with the requirements of the approved MCW CIMP and this Scope of Work. Consultants are required to design their proposals based on the MCW CIMP, as approved by the Regional Board.

The MCW EWMP Group will be considered in compliance if any of the following conditions are met:

1. There are no violations of the final water quality-based effluent limitation for the specific pollutant at the MS4 outfall(s);
2. There are no exceedances of applicable receiving water limitation for the specific pollutant in the receiving water(s) at, or downstream of, the outfall(s);
3. There is no direct or indirect discharge from the MS4 to the receiving water during the time period subject to the water quality-based effluent limitation and/or receiving water limitation for the pollutant(s) associated with a specific TMDL; or
4. In drainage areas where the MCW EWMP Group is implementing the MCW EWMP, (i) all non-storm water and (ii) all storm water runoff up to and including the volume equivalent to the 85<sup>th</sup> percentile, 24-hour event is retained for the drainage area tributary to the applicable receiving water.

## **2. Scope of Services**

The following tasks and deliverables are provided as a guide to accomplish the objectives. In the case of a conflict between Permit requirements and the approved MCW CIMP, the approved MCW CIMP shall prevail. The services to be performed by the Consultant shall include, but is not necessarily limited to, the following tasks:

- Project Management
- Outfall Monitoring identified from Non-Stormwater Screening
- Source Identification of Non Stormwater Discharges (on a case by case basis)
- Stormwater Outfall Monitoring
- Receiving Water Monitoring
- TMDL Compliance Monitoring
- Laboratory Analysis
- Data Management
- Reporting
- Adaptive Management



### **3. Project Management**

Within seven (7) working days of the Notice to Proceed, the Consultant team shall conduct a kick-off meeting with the MCW EWMP Group to discuss the CIMP, this Scope of Work, and any other pertinent details.

The Consultant shall conduct a field kick-off meeting with the MCW EWMP Group and sub-consultants to familiarize everyone with the sampling locations and team members. The Consultant shall recommend any procedural (not programmatic) improvements to the SOW tasks and changes to the sampling plan within 14 days of the field kick-off meeting.

The Contractor shall be prepared to begin work as soon as the Notice to Proceed is issued, which may be as early as April 20, 2016.

All sample collection and field measurements shall be performed in accordance with the processes and procedures set forth in the MCW CIMP. The Consultant shall be responsible for scheduling and activation of the sampling teams and shall notify the City of Agoura Hills via email<sup>1</sup> 24 hours prior to activation of the sampling team, and the LACFCD via email 72 hours prior to the forecasted storm event. In the event that weather or other logistical issues prevent email notification from occurring within the 24-hour requirement, the Consultant will notify the City via a telephone call within the 24-hour period and the LACFCD within the 72-hour period.

The Consultant shall secure all permits and comply with all conditions necessary for monitoring access and installation of monitoring equipment.

All meeting agendas shall be submitted electronically to MCW EWMP Group two (2) business days prior to the meeting date. All meeting minutes shall be submitted electronically to the City of Agoura Hills within five (5) business days after the meeting date.

The Consultant shall submit a tentative project schedule and monthly updates in order to meet deadlines established by the Scope of Work.

The Consultant shall handle water quality exceedances as expeditiously as possible. Notification of exceedances shall be sent via email to the City of Agoura Hills and the LACFCD within two business day from receipt of final laboratory results. The notification shall include the laboratory transmittal of said results (i.e. email, fax, documented phone call, hard copy mail, etc.), and tracking document of all exceedances between annual reports.

The Consultant shall conduct a formal presentation of the semi-annual and annual reports after the submittal of each draft report and before the receipt of comments on the draft report from the MCW EWMP Group.

---

<sup>1</sup> Contact information will be provided at the kickoff meeting.

**Deliverables:**

- 3.1. Project schedule and updated schedules as necessary.
- 3.2. Electronic copy of meeting agendas.
- 3.3. Electronic copy of meeting summaries.
- 3.4. Copies of access permits.
- 3.5. As needed, electronic copy of exceedance tracking document.
- 3.6. Copies of monitoring equipment installation permits.
- 3.7. As-built design plans for monitoring equipment to be considered by the group.
- 3.8. Electronic copy of presentations.

#### **4. Dry Weather Monitoring**

##### **Non-stormwater Outfall Screening and Monitoring Program**

The non-stormwater outfall monitoring plan described in Section 6 of the MCW CIMP is intended to identify potential sources of pollutants during non-stormwater conditions. The objectives of the non-stormwater outfall based monitoring program include:

- Assess compliance with applicable non-stormwater WQBELs derived from TMDL WLAs.
- Assess whether the discharge exceeds non-stormwater action levels.
- Determine whether a discharge causes or contributes to an exceedance of receiving water limitations.
- Assist in identifying illicit discharges.

##### **Non-stormwater Outfall Screening**

Prior to the approval of the CIMP, the MCW Group implemented the required non-stormwater outfall screening as stated in the MS4 Permit – Attachment E Section IX.G. This included the identification, inventory, and prioritization of non-stormwater discharges. As part of the CIMP monitoring, the Consultant shall continue the Non-Stormwater Outfall Program based on results from the screening phase of the program. The consultant will commence with this Program on an as needed basis with source investigation and sampling. Outfalls with significant NSW discharge, as determined by the NSW outfall screening, will be provided to the consultant at the kickoff meeting. Future screening events may be requested of the consultant at the requests of the responsible agency.

**Deliverables:**

- 4.1 The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

## **Significant Non-Stormwater Source Identification and Outfall Monitoring**

Significant non-stormwater outfall monitoring locations have been identified through the non-stormwater screening program conducted by the MCW EWMP Group. Monitoring shall be conducted at these sites to assess whether the discharge exceeds non-stormwater action levels and whether the discharge contributes to or causes an exceedance of receiving water limitations.

Semi-annually, the Consultant shall develop a prioritized list of outfalls exhibiting significant non-stormwater discharges and a source identification schedule. The schedule shall support the overall requirement that source investigations are conducted for no less than 50% of the outfalls in the prioritized list by December 28, 2016 and 100% by December 28, 2017. The Consultant shall develop and implement a plan and schedule for conducting the Significant NSW Discharge source identification based on the summary found in the CIMP Section 6 and MS4 Permit.

Significant Non-Stormwater Discharge Monitoring must begin within 90 days of the completion of the source identification where the Consultant has been advised these services are needed. Monitoring shall continue until the flow is satisfactorily resolved or is determined to be comprised of exempt sources, per CIMP Section 6. Monitoring frequency will be two times during the first year following source identification, distributed evenly, during dry weather conditions and sampling events are to be coordinated with the dry weather receiving water monitoring events. Criteria and constituents to be measured are outlined in Part VIII.G.1. a-e of the MRP.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

### **Deliverables:**

- 4.2. Draft Significant NSW Discharge source identification plan and schedule prioritizing source investigations within 30 days of the issuance of the Notice to Proceed for review by MCW EWMP Group.
- 4.3. The Final Significant NSW Discharge source identification plan and schedule shall be submitted 15 calendar days after receipt of comments.
- 4.4. Summary of source identification results for each outfall.
- 4.5. Post-Event sampling data and monitoring reports shall be submitted electronically in the format specified in the CIMP within 30 calendar days of each event.
- 4.6. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

## **Non-stormwater, Receiving Water Monitoring**

Within the EWMP area, TMDL monitoring sites are required in Malibu Creek and its tributaries to meet the requirements of the Bacteria TMDL. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP that is included herewith as Attachment A. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

Within the MCW EWMP area, TMDL monitoring sites are required to have one monitoring location per subwatershed of the MCW. The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The LACFCD will conduct monitoring for all non-stormwater events at the Malibu Creek Mass Emission Station (S02). The consultant will conduct monitoring for all other receiving water sites at a frequency provided in Table 11 of the MCW CIMP. At a minimum, one of the events at each site is monitored during the month with the historically lowest instream flows, or where instream flow data is not available, or during the historically driest month of August.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

Deliverables:

- 4.7. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 4.8. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW and 2012 MS4 Permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

## **5. Wet Weather Monitoring**

### **Stormwater Outfall Monitoring**

The MS4 Permit requires that the MCW EWMP Group members implement a stormwater outfall monitoring program during wet weather conditions. The objectives of the program include:

- Determine the quality of discharges relative to municipal action levels (MALs);
- Determine whether discharges are in compliance with applicable stormwater limits, water quality based effluent limits (WQBELs), and total maximum daily loads (TMDLs); and
- Determine whether discharges cause or contribute to an exceedance of receiving water limitations.

The Stormwater Outfall Monitoring program was developed to comply with the elements and objectives described in Section 5 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Receiving Water Monitoring) including the first qualifying rain event of the wet season of the monitoring year (October 1 to April 15) at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at [http://ladpw.org/wrd/precip/alert\\_rain/index.cfm?cont=24hr.cfm](http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm).

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The outfall locations are shown in Figure 7, and identified on Table 13, of the approved CIMP. Due to the temporal requirements and financial burden associated with installing auto-sampler stations at the outfall sites, a phased approach will be employed. Two outfall sampling sites will be installed each of the first two years of this monitoring program. The first complete wet season (2016-17 projected) sites TRUNFOC-035 and LAVCR-054 will be installed with LNDRC-074 and TRUNFOC-095A installed for the second complete wet season of monitoring. Sampling will not commence at each of the stations until the completion of the auto sampler installation as required by the MCW CIMP. See Attachment B for standard plans for the installation of water quality monitoring stations.

The list of constituents and frequencies to be monitored can be found in Table 16 of the approved MCW CIMP. The constituents in Attachment C that are not water quality priorities shall be assessed with applicable water quality objectives for one year of monitoring for each set of outfalls. If the constituents are not detected during the first year at levels above applicable objectives, monitoring for those constituents will cease after the first year.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated highest total amount of rain during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative the sample is.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

Deliverables:

- 5.1. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 5.2. The Consultant shall submit the annual and semi-annual report per the reporting Section of this SOW conforming to the requirements of the 2012 MS4 permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

## **Wet Weather Receiving Water Monitoring**

Within the EWMP area, TMDL monitoring sites are required in several locations throughout the Malibu Creek Watershed, Malibu Lagoon, and the Santa Monica Bay to meet the requirements of TMDLs established for the Malibu Creek Watershed. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL. The Bacteria TMDL requires at least one monitoring location per subwatershed, and areas of known recreational use.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The LACFCD will conduct monitoring for all wet weather events at the Malibu Creek Mass Emission Station (S02) with consultant assistance for storm borne sediment (SBS) as described below. The Consultant will conduct monitoring for all other receiving water sites for three wet events including the first significant storm event of the monitoring year.

The Consultant will conduct SBS analysis for samples collected at Malibu Creek Mass Emission Station (S-02) by providing the services below. Note the LACFCD will perform all sampling at S-02 including the operation of the automated equipment.

- Establish SBS analysis with a laboratory (such as Vista Analytical Laboratory in El Dorado Hills, CA) certified to conduct high resolution mass spectrometer analysis for EPA 1668 for PCBs and EPA 1699 for DDTs. The laboratory must filter all samples to analyze the EPA methods on extracted solids.
- Create a SBS monitoring plan in coordination with the LACFCD and the SBS certified laboratory to successfully achieve requirements of EPA 1668 and EPA 1699 for PCB and DDT monitoring.
- Provide all necessary items to the LACFCD (i.e. bottles, labels, COC, etc.) for each event. Receive all SBS samples (including blanks, duplicates and storm samples for three events) from the LACFCD, perform any needed sub-sampling and deliver to the SBS certified laboratory for processing and analyses within holding times.
- Coordinate all SBS certified laboratory analysis including providing TSS/SSC results from the County of Los Angeles' Department of Public Health Environmental Toxicology Laboratory to the SBS certified laboratory ensuring all holding times are met.
- Provide analysis of SBS certified laboratory results and recommend action items based on QA/QC thresholds established in the MCW CIMP.
- Receive all data from the SBS certified laboratory and report to the MCW CIMP group in accordance with Sections 8 and 9 of this RFP.
- Conduct equipment cleaning if needed in cooperation with the SBS certified laboratory to address blank detections following guidance from the MCW CIMP Appendix B.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The Receiving Water Monitoring program was developed to comply with the elements and objectives described in Section 4 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Stormwater Outfall Monitoring) including the first qualifying rain event of the monitoring year at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at [http://ladpw.org/wrd/precip/alert\\_rain/index.cfm?cont=24hr.cfm](http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm).

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated total rainfall during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative of the sample.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.



**Deliverables:**

- 5.3. The Consultant shall submit electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event. In addition, Consultant shall submit corresponding hydrographs for each qualifying storm event and provide the time when the samples were taken.
- 5.4. The Consultant shall submit electronic copies of SBS reports and provide summary of QA/QC analysis and recommend actions.
- 5.5. The Consultant shall submit the annual reports per the reporting section of this SOW conforming to the requirements of the 2012 MS4 permit and approved MCW CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.
- 5.6. Receiving water monitoring sites representative of the impacts from MS4 discharges.
- 5.7. If determined necessary by the MCW EWMP Group, provide report of equipment blanking with the SBS certified laboratory if field equipment blanks have detections of PCBs or DDTs.

## **6. Laboratory Analysis**

The Consultant is responsible for selecting certified laboratories with the ability to perform water, sediment, and tissue analyses meeting the detection and reporting limits identified in the MCW CIMP and MS4 Permit.

The Consultant is responsible for the collection, validation, and management of all data produced by the certified lab prior to reporting activities.

**Deliverables:**

- 6.1. Test laboratory certificate of qualifications to meet the approved/modified laboratory detection and reporting limits identified in the MCW CIMP Appendices.
- 6.2. Chain of custody forms. To be submitted with the post-event sampling data and monitoring reports.

## **7. Data Management**

The Consultant shall gather and integrate data for use in the annual reports.

The Consultant shall meet all data management and reporting requirements as specified by the MS4 permit and approved MCW CIMP. The Consultant shall maintain copies and provide the MCW EWMP Group with copies of all field logs and photo-documentations in accordance with the requirements of MS4 Permit and the approved MCW CIMP. The photo-documented assessments of site conditions for the upstream and downstream of all the monitoring sites shall be submitted in an approved electronic format.

The Consultant shall maintain a database application to store all information collected as part of this SOW. The database should be accessible to MCW EWMP Group members and allow access to water quality monitoring information for all monitoring locations. The database shall include all required information, attachments, and water quality result data. The database shall allow users to perform simple spatial queries on the data and create reports. Data should also be accessible for further analysis and reporting within ArcGIS.

**Deliverables:**

- 7.1. Database of all information collected as part of this contract, the format of which must be approved by the MCW EWMP group.
- 7.2. In conjunction with each monitoring/sampling event, all laboratory results will be submitted in a format that is consistent with the most recent update of the Southern California Municipal Stormwater Monitoring Coalition's (SMC) Standardized Data Transfer Format (SDTFs) (templates shown here <http://www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx>) and the California Environmental Data Exchange Network (CEDEN) data format (templates available here [http://www.ceden.org/ceden\\_datatemplates.shtml](http://www.ceden.org/ceden_datatemplates.shtml)). The City of Agoura Hills will provide comments within 30 calendar days from the receipt of each data file. The Consultant shall re-submit the modified data files within 15 calendar days from the receipt of comments.

## 8. Reporting

The Consultant will be responsible for reporting requirements for all MCW CIMP related activities collected for the monitoring period of July 1 through June 30 for inclusion in the MS4 Annual Report. The reports shall include data collected during monitoring activities. The Annual Integrated Monitoring Compliance Report will summarize any exceedances of:

- Wet-weather outfall stormwater monitoring data,
- Wet-weather receiving water monitoring data,
- Non-Stormwater outfall monitoring data,
- Dry weather receiving water data.

Additionally, the MRP specifies semi-annual, electronic submittal of receiving water and outfall monitoring data. Therefore, to fulfill the reporting requirements, the monitoring year will be split -as follows:

### Monitoring Data Submission Requirements

Monitoring Period	Data Submittal
July 1 through December 31	By June 15 <sup>th</sup> of the following year
January 1 through June 30	By December 15 <sup>th</sup> , included with the Annual Monitoring Report

The annual monitoring reports must include:

- Event summaries,
- Analytical results,
- Assessment of effectiveness of control measures,
- Compliance report,
- Adaptive management strategies and proposed modifications to the CIMP, and  
All relevant monitoring data collected prior to commencement of the consultant's contract.

Reports should also describe the status of the phase in of wet-weather outfall monitoring established in the MCW CIMP.

Reports shall include a summary of all identified exceedances of all applicable receiving water limitations (RWL), water quality-based effluent limitations (WQBELs), Municipal action levels (MALs).

Reports shall include a Municipal Action Level (MAL) Assessment Report, which presents the stormwater outfall monitoring data with a running average of 20% or greater of exceedances of the MALs. The list of MALs can be found in Attachment G of the MS4 Permit.

As an optional task, reports may include a MAL Action Plan at Year 3 to address any exceedances of MALs, in accordance to Attachment G of the MS4 Permit.

Deliverables:

- 8.1. The draft Semi-annual Report shall be submitted by April 1<sup>st</sup> annually. The work group will require 30 calendar days to review and provide comments prior to finalizing the semi-annual report for submission to the Regional Board.
- 8.2. The Consultant shall submit the Draft Annual Report by October 1 of each year. The City of Agoura Hills will require 30 calendar days to review and provide comments prior to finalizing the Annual Report. The Consultant shall then incorporate those comments and provide a final report to be submitted by the Permittees to the Regional Board by December 15 of each year.
- 8.3. The Consultant will submit the monitoring data per the submission requirements listed above.
- 8.4. Optional Task: MAL Action Plan as part of the Annual Report

Interim and Final TMDL Compliance Milestones Applicable to the MCW

Reach		Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Triunfo Canyon Creek Reach 1	Triunfo Canyon Creek Reach 2
<b>TMDLs - Category 1 - Highest Priority with Past Due TMDL Milestones</b>														
Bacterial Indicator TMDLs	E. coli (dry)			X		X	X	X	X	X	X	X		
Trash	Trash			X		X	X	X	X	X				
<b>TMDLs - Category 1 - Highest Priority without Past Due TMDL Milestones</b>														
Bacterial Indicator TMDLs	E. coli (wet)			X		X	X	X	X	X	X	X		
Nutrients/ Nutrient Related	Total Nitrogen	X	X	X		X	X	X	X	X	X	X	X	X
	Total Phosphorus	X	X	X		X	X	X	X	X	X	X	X	X
	Nitrate as Nitrogen plus Nitrite as Nitrogen	X	X	X		X	X	X	X	X	X	X	X	X
Benthic Community Impairments (TMDL)	Sedimentation		X	X				X				X		
	Total Nitrogen		X	X				X				X		
	Total Phosphorus		X	X				X				X		
	TSS		X	X				X				X		
	Turbidity		X	X				X				X		
	Dissolved Oxygen		X	X				X				X		
	Ammonia		X	X				X				X		
Chlorophyll <i>a</i>		X	X				X				X			
<b>303(d) - Category 2 - High Priority</b>														
303(d) listed impairments	Benthic - Macroinvert Assessments					X				X				X
	Sedimentation/Siltation								X	X			X	X
	Fish Barriers (Fish Passage) <sup>1</sup>							X						
	Invasive species <sup>2</sup>			X		X				X				
	Selenium <sup>2</sup>			X		X	X	X	X	X				
	Sulfates							X						
	Lead												X	X
Mercury												X	X	

Reach	Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Triunfo Canyon Creek Reach 1	Triunfo Canyon Creek Reach 2
<b>Water Quality Objective Exceedances - Category 3 - Medium Priority</b>													
Water Quality Objective Exceedances	Chloride	X											
	Phosphate as P	X			X								
	Specific Conductivity	X			X					X			
	Sulfate	X			X								
	TDS	X			X								
	<i>E. coli</i>				X								

Notes:

<sup>1</sup> 303(d) listed impairment not based on pollutant

<sup>2</sup> 303(d) listed impairment may not be the result of MS4 discharge (invasive species and selenium)

## **9. Health and Safety**

The proposed work shall be performed by the Consultant and any sub-contractor in accordance with the requirements of California Occupational Health & Safety (Cal-OSHA). The Consultant shall:

- Develop and provide the City of Agoura Hills with three copies of a Health and Safety Plan (HSP) prior to the start of any field work.
- Shall also comply with any other Federal Occupational Health and Safety Administration requirements, if applicable to the proposed work.
- The HSP shall address site-specific safety concerns at all sites including, but not limited to, permit required confined-space entry safety requirements, vandalism, site accessibility, lane closures, storm drain laterals, etc.

The HSP shall cover all practices related to the work involved, including but not limited to:

- Acceptable entry conditions;
- Testing, monitoring, communications and lighting equipment;
- Barriers and shields;
- Ladders; and
- Retrieval devices.

Deliverables:

- 9.1. Three hard copies and one electronic copy of the Health and Safety Plan

## **10. Quality Assurance Project Plan**

The Consultant shall prepare a Quality Assurance Project Plan (QAPP) that includes the following:

- Sampling locations and frequency
- Sample handling and storing procedures
- Laboratories that will be used for the monitoring program
- Analytical methods
- Data processing procedures
- Quality assurance/quality control

The approved MCW CIMP includes a QAPP in Appendix B. The consultant shall update the document as necessary with 30 days of issuance of the NTP if changes are made.

Deliverables:

- 10.1. The Consultant shall submit a revised QAPP within 30 days of issuance of the NTP, if changes are necessary.

## **11. Fee Schedule**

Provide a proposed fee schedule including a detailed breakdown of each element or task of the project in Year 1 (4/20/16 to 6/30/17), Year 2 (7/1/17 to 6/30/18), and Year 3 (7/1/18 to 6/30/19). This estimate should include the number of hours required for completion and an hourly rate for each type of service (job description) provided in each task. A total estimated project fee is to be included. All information shall be provided in a unified manner for the lead Consultant and any sub-consultants. The fees should also detail team members, hourly billable rates, lab analysis fees per sample and test, and the hours allocated for the project by task.

## **12. Period of Performance**

The term of services is for three years with the opportunity for two, one year extensions. The contract will begin at the issuance of the Notice to Proceed and end, unless extended, on June 30, 2019. Within seven days the Consultant will have a kick-off meeting with MCW EWMP Group members. Monitoring shall commence on April 20, 2016.

EXHIBIT B  
PAYMENT RATES AND SCHEDULE



# Proposed Fee Schedule 3 Year Summary



Task No	Task Description	LWA Costs			AMEC Costs			CLI Costs			Paradigm Costs			Laboratory Costs				Total
		Total Labor	Other Direct Costs	Total	Total Labor	Other Direct Costs	Total	Total Labor	Other Direct Costs	Total	Total Labor	Other Direct Costs	Total	Bacteria Lab (PatChem)	Water Chemistry Lab (Test America)	Storm-Borne Sediment Lab (Vista Analytical)	Toxicity Lab (Pacific Ecorisk)	
1.0	Project Management, Coordination, & Meetings	\$ 70,600	\$ 324	\$ 70,924	\$ 11,688	\$ 189	\$ 11,777	\$ 15,201	\$ 50	\$ 15,251	\$ 2,670	\$ -	\$ 2,670	\$ -	\$ -	\$ -	\$ -	\$ 100,621
2.0	Health and Safety Plan	\$ 3,310	\$ 77	\$ 3,387	\$ 1,234	\$ -	\$ 1,234	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,371
3.0	Quality Assurance Project Plan	\$ 4,860	\$ -	\$ 4,860	\$ 810	\$ -	\$ 810	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,420
4.0	CIMP Monitoring	\$ 128,397	\$ 27,426	\$ 155,823	\$ 184,966	\$ 90,150	\$ 275,116	\$ 295,262	\$ 40,800	\$ 336,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 767,001
5.0	Laboratory Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,285	\$ 78,454	\$ 75,067	\$ 34,304	\$ 229,129
6.0	Data Management and QA/QC	\$ 76,523	\$ -	\$ 76,523	\$ -	\$ -	\$ -	\$ 3,381	\$ -	\$ 3,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,904
7.0	Reporting	\$ 162,822	\$ -	\$ 162,822	\$ 8,510	\$ -	\$ 8,510	\$ 158,517	\$ -	\$ 158,517	\$ 5,340	\$ -	\$ 5,340	\$ -	\$ -	\$ -	\$ -	\$ 335,188
<b>Total &gt;&gt;&gt;&gt;</b>		<b>\$ 446,512</b>	<b>\$ 27,827</b>	<b>\$ 474,338</b>	<b>\$ 207,108</b>	<b>\$ 90,339</b>	<b>\$ 297,447</b>	<b>\$ 473,661</b>	<b>\$ 40,850</b>	<b>\$ 514,711</b>	<b>\$ 8,009</b>	<b>\$ -</b>	<b>\$ 8,009</b>	<b>\$ 41,285</b>	<b>\$ 78,454</b>	<b>\$ 75,067</b>	<b>\$ 34,304</b>	<b>\$ 1,523,835</b>
<b>Total With Mark Up for Prime Contractor Assuming 10% &gt;&gt;&gt;&gt;</b>		<b>\$ 446,512</b>	<b>\$ 27,827</b>	<b>\$ 474,338</b>	<b>\$ 227,819</b>	<b>\$ 99,373</b>	<b>\$ 327,192</b>	<b>\$ 521,247</b>	<b>\$ 44,935</b>	<b>\$ 566,182</b>	<b>\$ 8,810</b>	<b>\$ -</b>	<b>\$ 8,810</b>	<b>\$ 45,413</b>	<b>\$ 86,299</b>	<b>\$ 82,596</b>	<b>\$ 37,734</b>	<b>\$ 1,628,564</b>
<b>Optional Task</b>																		
7.5	MAL Action Plan as Part of Annual Monitoring Report (not potentially applicable until after stormwater outfall data are collected)	\$ 6,813	\$ -	\$ 6,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,548	\$ 200	\$ 25,748	\$ -	\$ -	\$ -	\$ -	\$ 32,562
<b>Total With Mark Up for Prime Contractor Assuming 10% &gt;&gt;&gt;&gt;</b>		<b>\$ 6,813</b>	<b>\$ -</b>	<b>\$ 6,813</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,108</b>	<b>\$ 220</b>	<b>\$ 28,323</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,136</b>

Task No	Task Description	Year 1	Year 2	Year 3	Total
1.0	Project Management, Coordination, & Meetings	\$ 43,024	\$ 28,387	\$ 29,210	\$ 100,621
2.0	Health and Safety Plan	\$ 5,371	\$ -	\$ -	\$ 5,371
3.0	Quality Assurance Project Plan	\$ 6,420	\$ -	\$ -	\$ 6,420
4.0	CIMP Monitoring	\$ 281,933	\$ 279,840	\$ 205,228	\$ 767,001
5.0	Laboratory Analysis	\$ 79,904	\$ 73,295	\$ 75,981	\$ 229,129
6.0	Data Management and QA/QC	\$ 43,980	\$ 19,302	\$ 16,642	\$ 79,904
7.0	Reporting	\$ 109,192	\$ 111,376	\$ 114,820	\$ 335,188
<b>Total &gt;&gt;&gt;&gt;</b>		<b>\$ 569,803</b>	<b>\$ 512,170</b>	<b>\$ 441,661</b>	<b>\$ 1,523,635</b>
<b>Total With Mark Up for Prime Contractor Assuming 10% &gt;&gt;&gt;&gt;</b>		<b>\$ 606,665</b>	<b>\$ 549,087</b>	<b>\$ 472,832</b>	<b>\$ 1,628,564</b>
<b>Optional Task</b>					
7.5	MAL Action Plan as Part of Annual Monitoring Report (not potentially applicable until after stormwater outfall data are collected)	\$ -	\$ 16,049	\$ 16,513	\$ 32,562
<b>Total With Mark Up for Prime Contractor Assuming 10% &gt;&gt;&gt;&gt;</b>		<b>\$ -</b>	<b>\$ 17,318</b>	<b>\$ 17,819</b>	<b>\$ 35,136</b>