



Agenda Item #:



# Staff Report

## City of Manhattan Beach

**TO:** Honorable Mayor Tell and Members of the City Council

**THROUGH:** David N. Carmany, City Manager

**FROM:** Jim Arndt, Public Works Director  
Clay J. Curtin, Management Analyst

*JJA*

**DATE:** July 19, 2011

**SUBJECT:** Consideration to Authorize the City Manager to Award a Professional Services Contract to Kathleen McGowan, P.E., for Municipal Stormwater NPDES Permit and TMDL Consulting.

### RECOMMENDATION:

Staff recommends that the City Council pass a motion to award a professional service contract to Kathleen McGowan, P.E., in the amount of \$54,123 to assist the City in meeting the requirements of the NPDES Permit for Municipal Storm Water and Urban Runoff Discharges (Municipal Stormwater Permit) and undertaking implementation activities to comply with the Santa Monica Bay Beaches Bacteria Wet Weather and Dry Weather TMDLs.

### FISCAL IMPLICATION:

Funds are budgeted in the FY2011-2012 Public Works Department's Storm Drain Maintenance budget for these services.

### BACKGROUND:

The City is required to maintain its Storm Water Quality Management Program as defined under the expired third-term Municipal Stormwater Permit until a new permit is put into effect by the Los Angeles Regional Water Quality Control Board. The draft fourth-term Municipal Stormwater Permit is expected to be released and negotiated in the current fiscal year.

Effective management, meticulous reporting and sophisticated regulatory and technical expertise are required to assist the City in meeting current requirements and preparing to meet ever more stringent water quality standards. The consultant provides a customized scope of work to provide the City with optimized, cost-effective, and high quality compliance services. The consultant provides expert technical and regulatory advice and assistance which is leveraged through time-sharing of McGowan's expertise among several small municipal clients with policy approaches to water quality that aligns with those of the City of Manhattan Beach.

**DISCUSSION:**

The consultant was selected to provide regulatory and technical assistance to the City for a number of reasons. The consultant has extensive experience in developing and implementing urban runoff and stormwater quality compliance programs and is highly regarded for her grasp of complex environmental regulatory and policy issues. The consultant has worked closely with City staff over the past four years to develop a clear understanding of the City's policy priorities, organizational structure, and in-house capabilities and responsibilities and has tailored her services to suit the City's needs. This depth of understanding and ongoing relationship with City staff provides a level of continuity to the City's water quality programs that has previously been difficult to achieve through in-house Public Works analysts who are frequently promoted or otherwise advance out of the position. Her understanding of the City's programs and initiatives is also important in preparing a thorough annual compliance report to the Regional Water Quality Control Board that fully illustrates and explains the City's extensive efforts to protect water quality.

Most other cities of similar size retain outside consultants for assistance in stormwater compliance or have an in-house staff person dedicated to water quality programs. Kathleen McGowan consults for a few South Bay municipal clients on an ongoing basis (Cities of Hermosa Beach, Rolling Hills Estates and Rolling Hills) and leverages that effort by splitting her time among them for work done in common, e.g., for representation at meetings or regulatory analysis.

Kathleen McGowan has submitted a scope of work which focuses on maintaining the City's current programs as defined under the expired permit, participating in permit negotiation meetings, and providing review and comment on public comment drafts of the new permit. Many new initiatives are expected to be brought forth by Regional Board staff in the upcoming negotiation and subsequent roll-out of new requirements arising out of the 4<sup>th</sup> term Municipal Stormwater Permit. The proposed scope of work includes holding the consultant's labor rate to the FY2008-2009 rates (third year in a row).

Attachments: A. FY2011-2012 Professional Services Agreement with Kathleen McGowan, P.E.

## AGREEMENT

THIS AGREEMENT is made this 1st day of July 2011, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Kathleen McGowan, P.E. ("CONTRACTOR").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to manage its NPDES Municipal Stormwater Permit compliance and compliance with TMDL requirements with regard to the City's stormwater system;
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

## AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall terminate on June 30, 2012, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Services to be Provided.** The services to be provided hereunder shall be those set forth in “Scope of Work” section of Exhibit “A”, CONTRACTOR’s proposal which is attached hereto and incorporated herein by this reference.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **Amount.** Compensation under this Agreement shall not exceed fifty four thousand one hundred and twenty three dollars (\$54,123), as listed in CONTRACTOR’s Scope of Work in Exhibit “A”. CONTRACTOR’s billing shall be based on actual time expended using the Cost Breakdown in Exhibit “A”.

3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required.

3.3 **Expenses.** CONTRACTOR shall not be entitled to any additional compensation for expenses.

[3.3 **Expenses.** In addition, CONTRACTOR shall be reimbursed for costs advanced by CONTRACTOR on behalf of CITY, including delivery and messenger services, printing, copying and binding costs and out-of-state travel expenses in an amount to be approved in advance by CITY. CONTRACTOR shall keep accurate records of all expenses. Out-of-state travel expense by CONTRACTOR shall only be paid by the CITY if approved in writing prior to the incursion of said expenses. Records must be submitted to CITY along with any invoice which requests payment for the foregoing expenses.

4. **Professional Standards.** CONTRACTOR shall maintain the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance.** CONTRACTOR shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion may extend the time for performance of any service.

6. **Employees and Subcontractors.** CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements.**

7.1 **Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 **Coverages, Limits and Policy Requirements.** CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an

“other insurance” clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an “other insurance” clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) **WORKERS’ COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) **PROFESSIONAL ERRORS & OMISSIONS** - a policy with minimum limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR’S liability hereunder, nor to fulfill the indemnification provisions and requirements

of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR) ; or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to CITY.

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. **Compliance with Law.** CONTRACTOR shall comply with all applicable

laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product.** All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. **Conflict of Interest and Reporting.** CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONTRACTOR is as follows:

Kathleen McGowan, P.E.  
25 Rollingwood Drive  
Rolling Hills Estates, CA 90274

b. Address of CITY is as follows:

Director of Public Works  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

(with a copy to):

City Attorney  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

15. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees.** CONTRACTOR shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that:



- (1) CONTRACTOR has investigated the work to be performed;
- (2) CONTRACTOR understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, nor any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. **Indemnification.** CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees to the extent caused by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR. However, any obligation to defend shall be on a reimbursement basis only as contemplated under California Civil Code Section 2782.8 and shall be limited to the percentage of liability as to CONTRACTOR's share of fault as ultimately determined by a court of competent jurisdiction. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.


25. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

  
Kathleen McGowan, P.E.

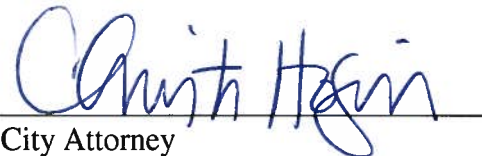
CITY OF MANHATTAN BEACH

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**KATHLEEN MCGOWAN, P.E.**  
Environmental Engineer

June 15, 2011

Mr. Jim Arndt, Director  
City of Manhattan Beach  
Dept. of Public Works  
3621 Bell Avenue  
Manhattan Beach, CA 90266

**RE: *FY 11-12 PROPOSAL FOR MUNICIPAL STORMWATER NPDES AND TMDL CONSULTING***

Dear Mr. Arndt:

I am pleased to provide to you this proposal to assist the City of Manhattan Beach in meeting the requirements of the NPDES Permit for the Municipal Separate Storm Sewer System (MS4 Permit) and in undertaking compliance with Total Maximum Daily Loads for Santa Monica Bay and the Dominguez Channel.

### **Scope of Work**

This proposal provides a scope of work for the fiscal year period from July 1, 2011 to June 30, 2012 that will continue the City through the post-third term NPDES MS4 permit period and negotiation of the 4<sup>th</sup>-term MS4 Permit. The MS4 permit compliance efforts in this work plan are focused on maintaining the City's current programs as defined under the expired third-term permit, participating in permit negotiation meetings and providing review and comment on public comment drafts of the new permit. It is assumed that implementation of significantly expanded or new programs under the permit will not begin until FY 12-13.

This scope includes assisting the City in carrying out required implementation activities for compliance with TMDLs and coordinating with responsible agencies in Jurisdictional Groups 5 & 6 to carry out joint compliance monitoring, implementation and reporting activities for Santa Monica Bay and Dominguez Channel Total Maximum Daily Loads (TMDLs).

As you are aware, I consult for several municipal clients and when possible I distribute my level-of-effort across those clients thereby reducing individual costs to each client. Subtasks where I have assumed cost-sharing are identified with an asterisk (\*).

#### **Task 1 NPDES Program Management**

The MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of MS4 Permit activities across municipal departments. I will work closely with the City's staff in conducting the following program management subtasks.

##### **Subtask 1.1 Internal Coordination**

This task provides an allocation of time for regular communication and briefing of City staff on the status, recent developments and need for action or response with respect to Municipal Stormwater Permit and TMDL implementation and to provide opportunity for City staff to inject policy direction as

needed. The allocation is based on the level-of-effort that has been required to meet the City's needs over the past year and anticipated need considering expected regulatory action.

### **Subtask 1.2 NPDES Annual Report and Budget Summary**

Immediately following the close of the current fiscal year, data and information will be gathered from each of the program areas and compiled to prepare the draft annual report for City staff review. This task will include working with City staff to prepare the annual budget summary for the annual report. Based on City staff review and comment, the annual report will be finalized and the various final report elements will be uploaded to the County for compilation with other municipal reports to the Regional Board. A bound copy of the annual report including all elements uploaded for submittal to the Regional Board will be provided for the City's records.

It is assumed that City staff will provide necessary information for the annual report related to:

- Illicit connection and discharge incident tracking and GIS mapping
- New development/redevelopment standard urban runoff mitigation plans (SUSMP)
- Building & Safety's storm-water related inspections and plan check
- Public works CIP projects related to stormwater
- Public outreach and education events and materials, including those placed through Used Oil and Recycled Beverage Container program
- Records of catch basin cleaning and marking
- Records of sanitary sewer overflow events (SSOs)
- Street sweeping records
- Budgetary information for stormwater expenditures in each category

It is also assumed that the City's contract inspector will provide information on restaurant inspections including a spreadsheet database of inspection results and copies of inspection forms.

### **Subtask 1.3 Executive Advisory Committee & New Permit Issues\***

The Executive Advisory Committee (EAC) was established by the MS4 Permittees and meets monthly to discuss and coordinate response to issues among the Principal Permittee and Co-Permittees. During the upcoming fiscal year the co-permittees will be involved in negotiation of the terms of the next MS4 Permit. This subtask includes time to participate in monthly meetings as well as to review and comment on draft proposals of the terms of the next MS4 Permit. This effort including travel time will be shared among several clients. The structure of the next permit has not been established with respect to whether there will be a single County-wide permit or multiple watershed-based or smaller group permits. For purposes of this proposal it is assumed that a single County-wide permit will be negotiated. However if it is determined that a smaller group permit will be the structure for the next permit cycle, the level-of-effort under this subtask would be substantially increased and a scope change could be necessary to address this additional level of effort.

### **Subtask 1.4 SMB-BC Watershed Management Committee\***

The Santa Monica Bay-Ballona Creek Watershed Management Committee meets quarterly as required by the MS4 Permit. Minutes are provided by the designated secretary of the committee. The City of Manhattan Beach has been hosting the meetings and serves as one of two EAC representatives from the watershed ;this scope assumes level-of-effort to continue in that role. The scope of this subtask includes representing the City at the quarterly meetings, travel time, and providing City staff with updates on time-sensitive issues.

## **Task 2 Public Information and Participation Program (PIPP)**

Each city is required to conduct educational activities within its jurisdiction, participate in Countywide events, and make outreach materials available to the general public and target audiences regarding information on pollutants, sources of concern and related pollutant abatement measures. This scope supplements the City's baseline public outreach to residents regarding stormwater pollution prevention conducted by City staff through the environmental education booth at the annual Hometown Fair, Earth Day and other environmental outreach activities coordinated with the City's Solid Waste Diversion and Used Oil Collection outreach and education programs. It is assumed that costs for printing public education materials or purchasing premiums for distribution to the public will continue to be disbursed by the City through direct purchase orders with vendors.

### **Subtask 2.1 Public Education Program Implementation\***

The permit requires that a representative from each Permittee attend quarterly meetings held by County public affairs staff to discuss and coordinate the County-wide Public Education Program. The County has provided access to these meetings via webcast which has eliminated travel time, however allocation of time is included for attending one of the four meetings in person in case such a meeting is necessary as part of permit negotiations. Time for representing the City at these meetings will be shared among several municipal clients.

### **Subtask 2.2 Pollutant-specific Targeted Outreach (TMDL Implementation)**

In addition to implementing the Countywide Public Education Program under Subtask 2.1, the MS4 permit also requires targeted outreach focused on watershed-specific TMDL pollutants. The programmatic solutions in the Jurisdictional Group 5 and 6 (J5&6) Implementation Plan for the Santa Monica Bay Beaches Bacteria TMDL align with this MS4 Permit requirement and will be targeting residents, restaurants and beach/pier goers. J5&6 has been jointly contracting for consulting services to develop the program, however this contract is now ending. An allocation of eighteen (18) hours of support is included in this subtask for facilitating the implementation of targeted public outreach activities directed at watershed-specific TMDL pollutants.

### **Subtask 2.3 Business Assistance (TMDL Implementation)**

This subtask allocates time for managing and tracking the Clean Bay Restaurant certification program within the City by coordinating with the City's contract inspector, reviewing results of inspections, obtaining and providing storm drain stencils to restaurants that need them, making recommendations for certification, printing certificates with proper expiration dates, and coordinating with City staff and Santa Monica Bay Restoration Commission staff in issuing certificates and updating the Clean Bay Restaurant website. It is assumed that effort to update results of inspections in the inspection database will be performed by the City's contract inspector as specified in that separate contract and that City staff will prepare the mailings for the distribution of certificates to restaurants.

## **Task 3 Industrial/Commercial Facilities Control Program**

The permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. The MS4 Permit requires that these facilities be inspected twice during the five-year permit cycle, however since the permit is now expired the City has determined to continue with periodic inspections in order to carry out the intent of the MS4 Permit in good faith until a new permit is in place and new requirements are established.

Most of the industrial/commercial facilities within the city that fall into the required critical sources for inspection are food service establishments or automotive facilities. The City contracts separately with an inspection contractor to conduct the necessary restaurant inspections in accordance with MS4 Permit requirements and the Clean Bay Restaurant Program (as discussed in Task 2.3 above). Automotive facility inspections will have been completed during the FY2010-11 year so only follow up inspections may be necessary during FY 2011-12 for those facilities. This subtask allocates up to twenty-four (24) hours of time to update the inventory of Industrial/Commercial facilities (excluding restaurants which are addressed under Task 2.3), conduct any needed follow up inspections of automotive facilities, and to visit all the identified dry cleaning/laundry facilities to conduct an inspection or to re-establish that these commercial activities are not conducted in exposure to stormwater.

#### **Task 4 Development Planning & Construction Programs\***

The Development Planning provisions of the Municipal Stormwater Permit require the City's Community Development Department to ensure that development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site. The Development Construction Program of the NPDES Permit tasks the Building & Safety Division with the related objective of minimizing pollutant loads from development and redevelopment sites during construction. It is assumed that effort to develop a Low Impact Development ordinance will not occur until FY 2012-13 when new permit provisions require it.

##### **Subtask 4.1 Annual Training**

This task provides for conducting the required annual training of the Community Development Department staff in the MS4 Permit provisions applicable to new development, redevelopment and construction. This will include presentation of new permit requirements which may require implementation during FY 2012-13. A single two-hour training session is assumed for both planning and building & safety staffs with allowance for adequate preparation time for visual presentation and handouts. Time for preparing training materials and preparing presentations will be partly shared with other municipal clients.

##### **Subtask 4.2 Development/Redevelopment Project Support**

Day-to-day and project-by-project effort for compliance with the Development Planning and Construction Program under the Municipal Stormwater Permit resides with the City Community Development staff through their review of new development/redevelopment projects, issuance of building and grading permits and inspection of construction sites during construction and upon project completion. An allocation of thirty-six (36) hours of time is provided to support planning staff in review of development plans including EIRs on an as-needed basis with respect to stormwater quality compliance and in particular with TMDL requirements.

#### **Task 5 Public Agency Activities Program**

The Municipal Stormwater Permit requires that public works employees receive annual training in how to conduct their responsibilities in a manner that minimizes adverse impacts on water quality. This subtask provides for conducting three one-hour training sessions within the Public Works Division and also including the Community Service Officers and Police and Fire personnel who assist in issuing citations and/or responding to stormwater discharges. Training will provide an overview of the new Construction Stormwater Permit and focused training on stormwater best management practices (BMPs) related to the specific activities conducted by Public Works staff. The format of the training may include Power Point® presentation with handouts as well as round-table discussions to actively engage

staff. The training will be focus on changes in requirements of the new 4<sup>th</sup> term Municipal Stormwater NPDES Permit as well as a review of continuing requirements. Time for preparing training materials and preparing presentations will be partly shared with other municipal clients.

The Public Agency Activities program focuses primarily on the activities of the Public Works Department and requires implementation of Best Management Practices (BMPs) to minimize water quality impacts. Public Works projects are subject to the same development planning and construction requirements under the Municipal Stormwater NPDES Permit as private projects and are required to obtain coverage under the Statewide General Construction Activities Stormwater NPDES permit for projects disturbing one or more acres of land area. Appropriate Best Management Practices (BMPs) must be implemented for all manner of public works activities conducted in exposure to storm water. Most of the day-to-day effort for compliance with the Public Agency Activities Program under the Municipal Stormwater Permit resides with City staff through activities such as street sweeping, catch basin stenciling and cleaning, and capital improvement projects. Time is included in this task to provide on-call consulting support to City staff in implementing the program.

### **Task 6 Illicit Connection & Illicit Discharge Elimination\***

Day-to-day responsibility for identifying, responding to and keeping records of illicit discharges and illegal connections lies with the City Public Works staff and the Community Service Officers. City staff is also responsible for preparing GIS shape files to be submitted to the County of Los Angeles for trend analysis. This subtask allocates up to eight (8) hours of time to provide regulatory advice in support of code enforcement/inspection activities in response to discovery of illicit discharges and illicit connections as well as tracking and coordinating the documentation of these incidents for purpose of annual reporting.

### **Task 7 TMDL Compliance and Implementation**

The City of Manhattan Beach is currently subject to Total Maximum Daily Loads (TMDLs) for Santa Monica Bay Beaches Bacteria. There are TMDLs pending final approval for Marine Debris (trash), and Dominguez Channel toxics. Additional TMDLs for DDT, PCBs and sediment toxicity for near shore and offshore areas of Santa Monica Bay, as well as ammonia and bacteria impairment listings for Dominguez Channel are anticipated for development in 2012.

#### **Subtask 7.1 SMBBB TMDL Jurisdictional Group 5 & 6 Planning\***

Jurisdictional Group 5&6 agencies meet on a monthly basis to coordinate compliance monitoring and implementation activities under the SMBBB TMDL. This task includes time to prepare for and participate in the meetings on the City's behalf, and provide services in support of the City's share of the joint effort. Time for attending J5&6 meetings will be shared with one other J5&6 city client. The allocation of thirty-six (36) hours is based on the level-of-effort that has been required over the past year.

#### **Subtask 7.2 SMBBB TMDL Implementation Support**

This task allocates twenty-four (24) hours to coordinate the City's individual activities associated with TMDL implementation over and above the public outreach activities conducted under Task 2 and in addition to joint activities undertaken under subtask 7.1. This effort will include preparation of a Trash Monitoring and Reporting Plan for compliance with the Marine Debris TMDL for Santa Monica Bay and a demonstration that Plastic Pellet Monitoring and Reporting Plan is not required.

### **Subtask 7.3 SMBBB TMDL Compliance Monitoring Response\***

The City of Manhattan Beach from time-to-time is required to respond to informational requests from the Los Angeles Regional Water Quality Control Board regarding occasional exceedances of dry weather TMDL targets at shoreline monitoring locations along the City's beaches. Twelve (12) hours of time is allocated to review daily and weekly monitoring reports and to advise City staff regarding compliance status. This subtask does not allocate time to respond to further enforcement actions issued by the Los Angeles Regional Water Quality Control Board.

It is anticipated that the Los Angeles Regional Water Quality Control Board will be reconsidering waste load allocations under the Santa Monica Bay Beaches Bacteria TMDL prior to adoption of the next MS4 Permit. This subtask allocates twelve (12) hours of time to prepare for and attend a preparatory meeting and one hearing related to the TMDL reconsideration which effort will be combined with that for three other municipal clients.

### **Subtask 7.4 New TMDL Tracking, Review & Comment**

A number of pending TMDLs are moving through the development and approval process at the Regional Board, State Board, USEPA and Office of Administrative Law including:

- Toxics TMDL for Dominguez Channel
- Ammonia and bacteria TMDLs for Dominguez Channel
- Marine Debris TMDL for Santa Monica Bay
- PCB/DDT TMDL for Santa Monica Bay

This subtask allocates a total of twenty-four (24) hours to prepare comment letters and/or to attend Regional Board hearings related to these pending TMDLs. Time for this effort will be combined with that of two or more municipal clients, depending on which watershed is the subject of the TMDL.

### **Task 8 Grant Proposals and Tracking**

The State Water Resources Control Board makes available to municipalities competitive grant opportunities for implementation of projects to assist in meeting Total Maximum Daily Loads for impaired water bodies. Proposition 84 grant funding may be released during the upcoming fiscal year and made available for water quality projects. This task includes twelve (12) hours of time for grant tracking and South Bay Integrated Water Resources Management Plan (IRWMP) Steering Committee meetings in order to participate in the planning process and to align implementation project concepts already developed for the City through the coordinated implementation planning efforts of Jurisdictional Groups 5&6. Time for this effort will be shared among three municipal clients.

If the Manhattan Beach Infiltration Trench Project at 28<sup>th</sup> Street is recommended for funding through SMBRC Prop 84, City staff may require assistance in meeting informational submittals and preparing environmental documents required to execute a grant agreement. Alternatively, if new Prop 84 funding is encumbered by the State during the coming fiscal year, additional funding opportunities may come available through the Clean Beaches program or through IRWMP Implementation grants. This subtask provides an allocation of up to forty-two (42) hours to assist City staff in fulfilling requirements needed for one of these funding mechanisms. This subtask does not include time to assist City staff with grant management or monitoring work subsequent to executing a grant agreement as such costs will be reimbursable under the grant.



**COST PROPOSAL**

I will conduct the work effort described in the above Scope of Work for an amount **not to exceed \$54,123** including labor as described in the attached Cost Breakdown table. In consideration of the difficult fiscal climate for municipalities, I am holding labor rates flat for the third year in a row and will conduct work for all tasks based on actual time expended at the attached FY 2008-09 rates for ongoing municipal contracts. Direct expenses will be billed at cost without markup.

It is the nature of regulatory-driven programs to be subject to variation due to changes in regulatory requirements and emerging issues. So despite the care taken in preparing the Scope of Work and Cost Proposal, issues may arise during the course of the year that were not anticipated and could require a change in scope and level-of-effort. I will closely monitor and inform the City of changing requirements and emerging issues as part of regular communication with City staff, and will notify the City in advance if I anticipate that such changes could necessitate a concomitant adjustment in the scope of services.

Please don't hesitate to contact me if you have any questions or require additional clarification. It is a privilege to work with you and the staff at the City of Manhattan Beach.

Yours truly,



Kathleen C. McGowan, P.E.

**Attachments:**

Cost Breakdown Table  
2008-09 Rate Sheet

## Cost Breakdown

Description	Hours	FY 11/12 Cost
<b>Task 1 NPDES Program Management</b>	<b>Hours</b>	<b>Cost</b>
1.1 Internal Coordination	44	\$5,060
1.2 NPDES Annual Report & Budget Summary	50	\$5,750
1.3 Executive Advisory Committee & General Permittee Meetings*	36	\$4,140
1.4 SMB-BC Watershed Management Committee*	10	\$1,150
<b>Total Task 1:</b>	<b>140</b>	<b>\$16,100</b>
<b>Task 2 Public Information and Participation Program (PIPP)</b>	<b>Hours</b>	<b>Cost</b>
2.1 Public Education Program Implementation*	8	\$920
2.2 Pollutant-Specific Targeted Outreach	18	\$2,070
2.3 Business Assistance (TMDL Implementation)	22	\$2,530
<b>Total Task 2</b>	<b>48</b>	<b>\$5,520</b>
<b>Task 3 Industrial/Commercial Facilities Control Program</b>	<b>Hours</b>	<b>Cost</b>
3.1 Industrial/Commercial Facilities	24	\$2,760
<b>Total Task 3</b>	<b>24</b>	<b>\$2,760</b>
<b>Task 4 Development Planning &amp; Construction Programs</b>	<b>Hours</b>	<b>Cost</b>
4.1 Annual Training*	18	\$2,070
4.2 Development/Redevelopment Project Support	36	\$4,140
<b>Total Task 4</b>	<b>54</b>	<b>\$6,210</b>
<b>Task 5 Public Agency Activities Program</b>	<b>Hours</b>	<b>Cost</b>
5.1 Public Works/Maintenance Staff Training & Support*	24	\$2,760
<b>Total Task 5</b>	<b>24</b>	<b>\$2,760</b>
<b>Task 6 – Illicit Connection &amp; Illicit Discharge Elimination</b>	<b>Hours</b>	<b>Cost</b>
6.1 Regulatory/Technical Support for IC/ID	8	\$920
<b>Total Task 6</b>	<b>8</b>	<b>\$920</b>
<b>Task 7 – SMBBB TMDL Implementation</b>	<b>Hours</b>	<b>Cost</b>
7.1 Jurisdictional Group 5&6 Planning including Permit negotiation*	36	\$4,140
7.2 Implementation Support	24	\$2,760
7.3 Compliance Monitoring Response*	24	\$2,760
7.4 New TMDL Tracking, Review & Comment	24	\$2,760
<b>Total Task 7</b>	<b>108</b>	<b>\$12,420</b>
<b>Task 8 – Grant Proposal and Tracking</b>	<b>Hours</b>	<b>Cost</b>
8.1 Proposal and Tracking	54	\$6,372
<b>Total Task 8</b>	<b>54</b>	<b>\$6,372</b>
<b>Tasks 1 through 8 NPDES &amp; TMDL Program Costs</b>	<b>Hours</b>	<b>Cost</b>
<b>Subtotal Labor</b>	<b>460</b>	<b>\$53,062</b>
Direct Expenses estimated @2% of Labor		\$1,061
<b>Subtotal NPDES and TMDL Consulting Services excluding optional subtask 8.3</b>		<b>\$54,123</b>

\* = Cost savings for shared costs

## **Standard Rates for Kathleen McGowan, P.E.**

***FY 2008-2009<sup>1</sup>***

### ***Kathleen McGowan--Professional Labor<sup>\*</sup>***

<b>Municipal Contracts ongoing</b>	<b>\$115 per hour</b>
<b>Short-term consulting</b>	<b>\$130 per hour</b>

### ***Support Services***

<b>Graphic artist</b>	<b>\$60 per hour</b>
<b>Technical Editor/Writer</b>	<b>\$60 per hour</b>
<b>Intern</b>	<b>\$20 per hour</b>

### ***Expenses***

**Direct costs include:** copying, report reproduction and binding, blueprint services, graphics services, film and film development, mileage, travel expenses, project-specific publications, and any other direct project costs not included in the labor rates.

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<sup>1</sup> Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

\* Labor charges include telephone, fax, computer, ink-jet printing, and labor overhead