

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH JOHN L. HUNTER AND ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 1 day of July, 2020 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and John L. Hunter and Associates, a California corporation ("Consultant").

WITNESSETH:

A. City proposes to utilize the professional services of Consultant as an independent contractor to provide the National Pollutant Discharge Elimination System (NPDES) and environmental compliance services and program implementation assistance, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work & Fee attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any services or work outside the Scope of Services. CONSULTANT shall not perform Extra Work until receiving prior written authorization from CITY. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable. Failure of CONSULTANT to secure CITY's written authorization for "Extra Work" shall constitute a waiver of any and all right to adjustment in the

contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate CITY authorization.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization

by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the Scope of Work & Fee in Exhibit A.

2.2. Additional Services. Consultant may perform the additional services described in Exhibit A by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "D." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement and continue through the term. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue

through June 30, 2023, unless terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed upon written agreement by the parties for up to three additional one-year period. If Contractor wishes the City to consider any pricing changes based on annual Customer Price Index (CPI) increase for a renewed term, the Contractor must submit a revised statement of proposed pricing proposal.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City, not less than 60 calendar days before the expiration of the current term.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout 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 Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a

John L. Hunter and Associates, Inc.

general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. **Business Automobile Liability Insurance.** Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. **Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. **Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

E. **Employee/Officer Fidelity Bond.** Consultant shall maintain a fidelity bond with a minimum limit of \$1,000,000, providing coverage for the acts of all employees, officers and directors of Consultant.

5.3. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by City.

5.4. **Other Insurance Provisions.** The required insurance policies shall contain or be endorsed to contain the following provisions:

A. **Commercial General Liability.** City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. **Commercial General Liability.** This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. **Professional Liability.** If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

D. **Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work

done on behalf of City.

E. Employee/Officer Fidelity Bond, City shall be named as third party beneficiary for losses arising from work done on behalf of City.

F. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

G. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

H. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

John L. Hunter and Associates
6131 Orangethorpe Avenue
Suite 300
Buena Park, CA 90620
Attn: Jillian Brickey, Manager

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Meg McWade,
Public Works Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant

occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of

competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

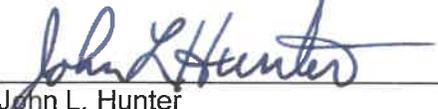
CITY OF FULLERTON



Meg McWade, Public Works Director

Date: 12-3-2020

CONSULTANT



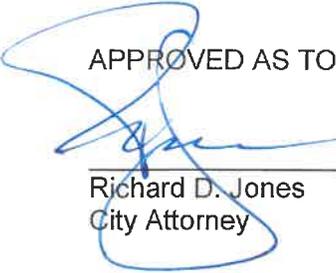
John L. Hunter
John L. Hunter and Associates, Inc.

Date: 12/2/2020

33-0127292

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Richard D. Jones
City Attorney

EXHIBIT A
SCOPE OF WORK & FEES



October 9, 2020

City of Fullerton – Public Works Department
Attn: Yelena Voronel, P.E., City Engineer/Assistant PW Director
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775

Subject: Proposal for Consultant Services for NPDES Program Compliance and Implementation

Dear Yelena Voronel:

John L. Hunter & Associates, Inc. (JLHA) is pleased to submit a proposal to provide National Pollutant Discharge Elimination System (NPDES) Program Compliance and Implementation services, prepared in response to the City of Fullerton Request for Proposal (RFP).

We have assisted local municipalities with Municipal NPDES implementation since the inception of the permit program in the 1990s. Currently we implement elements of the Municipal NPDES program to over 40 agencies in the Counties of Los Angeles and Orange. Municipal NPDES services provided include administration, program funding (e.g., fees, grants, and the Safe, Clean Water Program), compliance planning (e.g., WMPs and TMDLs), control measure implementation, and monitoring and reporting. Specific qualifications and experience are detailed in the enclosed package.

All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The person authorized as the point of contact for a contract resulting from the RFP, and who will be responsible for day-to-day management of these services is:

Jillian Brickey, Manager
jbrickey@jlha.net
(562) 676-5703 Mobile | (562) 802-7880 ext 226 Office

JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. JLHA will not be enlisting the assistance of sub-consultants to fulfill the scope of services.

We acknowledge receipt of all amendments and/or addenda to the RFP. This proposal is considered valid for a period of ninety (90) days from the date of submittal. All information submitted with the proposal is considered true and correct.

Please do not hesitate to contact us if you have any questions or would like further information. We welcome the opportunity to offer our services.

Sincerely,

A handwritten signature in black ink, appearing to read "Jillian Brickey".

Jillian Brickey
John L. Hunter and Associates

SUBMITTED

Consultant Services for National Pollutant Discharge Elimination System (NPDES) Program Compliance and Implementation



SERVICES PROPOSAL 2020.10.09

Prepared for: The City of Fullerton

Prepared by: John L. Hunter & Associates
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Jillian Brickey
JLHA Project Manager

jbrickey@jlha.net 562.676.5703

Cameron McCullough
JLHA Alternate Project Manager

cmccullough@jlha.net 562.726.4259

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I. Qualifications, Related Experience and References

A. Firm Profile

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting municipalities implement water quality and conservation programs. These programs include NPDES, stormwater pollution prevention, watershed management, sewer overflow prevention, water conservation, and recycling. Services provided include program administration, funding assistance, compliance planning, engineering, inspections, education, and monitoring and reporting.

JLHA consists of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 5 field inspectors, 4 project analysts, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California.

B. Financial Condition

JLHA continues to experience growth while maintaining strong financial performance. The company is in position to maintain its growth due to the management team's significant experience in environmental consulting, an excellent reputation in the industry and ability to provide a wide scope of services. There are currently no conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede our ability to provide these services.

C. Firm's Municipal NPDES Permit Experience

Our experience in Municipal NPDES programs begins with the inception of the Phase I MS4 Permits in the 1990s. Table 1 is a complete list of NPDES services we provide to current municipal clients.

- 33 cities and 4 watershed groups: Program administration and/or technical support,
- 10 cities: Grant and Safe Clean Water Program project application and/or administration,
- 38 cities: Field services such as BMP compliance inspections,
- 23 cities: Plan review and approval, including LID Plans, WQMPs, and SWPPPs,
- 39 cities and 3 watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- 37 cities and 3 watershed groups: Staff training.

Table 1: Summary of Municipal NPDES Services Currently Provided

Municipal NPDES Client*	Start of services	Years of service	Minimum Control Measures				Watershed/TMDL				General Services				
			Land Development	Construction	Industrial/Commercial	Illicit Discharge Elimination	Public Outreach	Program Development	Program Implementation	Monitoring	Studies	Reporting	Training	Grants/SCW Program	Program Mgmt. or Support
Arcadia	1995	25	--	x	x	x	x	--	--	--	x	x	--	--	
Artesia	2014	6	--	x	x	x	x	--	--	--	x	x	--	x	
Burbank	2017	3	--	--	--	--	--	--	--	--	x	x	--	--	
Cerritos	2015	5	--	x	x	--	--	--	--	--	x	--	x	--	
Compton	2019	<1	--	--	--	--	--	--	--	--	x	x	--	x	
Covina	2008	12	x	x	x	--	--	--	--	--	x	--	--	--	
Diamond Bar	2007	13	x	x	x	x	x	--	x	--	x	x	--	x	
Downey	2011	9	x	x	x	x	x	--	x	--	x	x	x	x	
Fullerton	2017	3	--	--	--	--	--	--	--	--	x	x	--	x	
Glendale	2013	7	--	--	x	--	--	--	--	--	x	x	x	x	
Gateway Water Authority	2012	8	--	--	--	--	--	--	--	--	--	--	x	--	
Hawaiian Gardens	2012	8	x	x	x	x	x	--	x	--	--	x	x	x	
Hawthorne	2000	20	--	x	x	x	x	--	--	--	--	x	x	x	
Hermosa Beach	2019	<1	--	--	x	--	x	--	x	--	--	x	x	x	
Inglewood	2015	5	--	--	x	--	x	--	--	--	x	x	--	x	
La Habra	2011	9	x	x	x	x	x	--	--	--	--	x	x	x	
La Mirada	2017	3	--	--	x	--	--	--	--	--	--	x	--	x	
Laguna Woods	2020	<1	x	--	x	--	--	--	x	--	--	--	--	--	
Lakewood	2014	5	--	--	x	--	--	--	--	--	--	x	--	x	
Lomita	2015	5	--	x	x	x	x	--	x	--	--	x	x	x	
Long Beach	2014	6	--	--	x	x	x	x	x	x	x	x	x	x	
LCC Watershed	2013	7	--	--	--	--	--	x	x	x	--	--	x	--	
LLAR Watershed	2013	7	--	--	--	--	--	x	x	x	--	x	x	x	
LSGR Watershed	2013	7	--	--	--	--	--	x	x	x	--	x	x	x	
Lynwood	2014	6	x	x	x	x	x	--	x	--	x	x	x	x	
Manhattan Beach	2010	10	--	--	x	--	--	--	--	--	--	--	--	--	
Monterey Park	2005	15	x	x	x	x	x	--	x	--	x	x	x	x	
Norwalk	2010	10	x	x	x	x	x	--	x	--	--	x	x	x	
Paramount	2014	6	x	x	x	x	x	--	x	--	x	x	x	x	
Pasadena	2015	5	x	x	x	--	--	--	x	--	x	x	x	x	
Peninsula Watershed	2013	7	--	--	--	--	--	x	x	x	--	x	--	x	
Pico Rivera	2016	4	--	--	--	--	x	--	--	--	x	x	x	--	
Placentia	2013	7	x	x	x	x	--	--	--	--	--	x	x	x	
Rancho Palos Verdes	1994	26	x	x	x	x	x	--	x	--	x	x	x	x	
Rolling Hills	2009	11	--	--	--	--	--	--	--	--	--	x	x	--	
Santa Fe Springs	2016	4	x	x	--	--	--	--	--	--	--	--	--	--	
San Gabriel	2017	3	--	x	--	--	x	--	--	--	--	x	x	x	
San Marino	2019	2	x	x	x	x	x	--	x	--	x	x	x	x	
Seal Beach	2005	15	x	x	x	x	x	--	--	--	--	x	x	x	
Signal Hill	1985	35	x	x	x	x	x	--	x	--	x	x	x	x	
South El Monte	2017	3	x	--	x	x	x	--	x	--	x	x	x	x	
South Gate	1991	29	x	x	x	x	x	--	x	--	x	x	x	x	
South Pasadena	2005	15	--	x	x	--	x	--	x	--	x	x	x	x	
Stanton	2007	13	x	x	x	x	x	--	--	--	--	x	x	x	
Temple City	2003	17	x	x	x	x	x	--	x	--	x	x	x	x	
Villa Park	2013	7	x	x	x	x	x	--	--	--	--	x	x	--	
West Covina	2015	5	x	x	x	x	x	--	x	--	--	x	x	--	
West Hollywood	1995	25	x	x	x	x	--	--	--	--	x	x	x	--	
Whittier	2014	6	--	x	x	x	x	--	x	--	--	x	x	x	
TOTALS out of 48 clients		456	24	30	37	26	29	5	26	5	20	42	40	18	37

Recent and relevant projects over the last two years include:

- Submitting 14 projects in 2019 for Safe Clean Water Program funding: 9 projects under the Infrastructure Program and 5 under the Technical Resources Program.
- Applying for and obtaining a Prop 1 Stormwater grant (Urban Orchard in South Gate, 2018) and administering a Prop 1 grant (Ford Park in Bell Gardens, ongoing).
- Preparing Adaptive Management plans for four Watershed Management Programs (WMPs) from 2017 to 2019: the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach) and Peninsula Cities WMPs.
- Representing the Cities of Diamond Bar and Villa Park in MS4 NPDES audits conducted by Regional Water Board and Federal EPA staff in 2019.
- Managing ongoing BMP inspection programs at over 10,000 sites.

Our interagency watershed management experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel Watershed Group. This included oversight of the development of Coordinated Integrated Monitoring Programs (CIMPs). Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees.

We also serve as the consultant team lead for the Nearshore, LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, overseeing the development of and submitting funding applications for Safe Clean Water Program projects, preparing watershed annual reports, holding technical committee meetings, and implementing other relevant tasks such as feasibility studies. We also represent municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel, Ballona Creek, Beach Cities, and Los Cerritos Channel. In Orange County we represent six municipal clients in watershed management group planning activities.

D. Firm's Government Agency Experience

The primary agency approving the work specified in this RFP is the City of Fullerton. We have assisted the City of Fullerton with the administration and implementation of its MS4 NPDES Program for the last three years. It is also worth noting that the MS4 NPDES Program regulating agency--the Regional Water Quality Control Board--will review some work specified in this RFP. We have had consistent interactions with Regional Board staff through representing municipal clients in NPDES program audits, inspections, investigations, and interagency meetings over the last 15 years. Most recently, in 2019 we assisted an Orange County municipal client in an NPDES Program audit conducted by the Regional Board. It is also possible that the Federal EPA may review work specified in this RFP. We have represented municipal clients in EPA NPDES program audits in 2019 and in 2020. We also have a 15 year working relationship with staff at OC Watersheds, which as the Principal Permittee assists the City of Fullerton and other OC agencies with the administration and implementation of its MS4 NPDES Program.

E. Track Record

JLHA has aided municipalities comply with environmental regulations since its incorporation in 1985. Since that time JLHA has maintained a track record of meeting project schedules and providing project deliverables on-time, on-budget, and to client's satisfaction. This may be verified by contacting JLHA's existing and past clients, including those listed in the References Section of this proposal.

Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions.

F. Past Joint Work

JLHA subcontracts additional services as needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. JLHA will not be enlisting the assistance of sub-consultants to fulfill the scope of services.

G. References

Table 2 is a list of client references with similar NPDES Compliance and Implementation services. Additional references are available at the request of the City.

Table 2: References

Agency Name	Data Field	Reference Information	JLHA Project Manager
La Habra 2011-present (9 years)	Contact/Title	Chris Johansen, City Engineer	Jillian Brickey
	Address	110 E La Habra Blvd, La Habra, CA 90631	
	Phone/email	(562) 383-4158, cjohansen@lahabraca.gov	
Seal Beach 2005-present (15 years)	Contact/Title	Steve Myrter, Public Works Director	Jillian Brickey
	Address	211 8th Street, Seal Beach, CA, 90740	
	Phone/email	(562) 431-2527, smyrter@sealbeachca.gov	
Placentia 2013-present (7 years)	Contact/Title	Masoud Sepahi	Jillian Brickey, Cameron McCullough
	Address	401 E Chapman Ave, Placentia, CA 92870	
	Phone/email	(714) 993-8148, msepahi@placentia.org	
Stanton 2007-present (13 years)	Contact/Title	Allan Rigg, Director of Public Works	Cameron McCullough
	Address	7800 Katella Ave, Stanton, CA 90680	
	Phone/email	(714) 890-4204, arigg@ci.stanton.ca.us	
Long Beach 2014-present (6 years)	Contact/Title	Melissa You, Stormwater Compliance Officer	Jillian Brickey, Cameron McCullough
	Address	333 W Ocean Blvd, Long Beach, CA 90802	
	Phone/email	(562) 570-5524, melissa.you@longbeach.gov	
Pasadena 2015-present (5 years)	Contact/Title	Sean Singletary, Principal Engineer	Jillian Brickey
	Address	100 N Garfield Ave, Rm N306, Pasadena, CA 91101	
	Phone/email	(626) 744.4273, ssingletary@cityofpasadena.net	
West Hollywood 1995-present (25 years)	Contact/Title	Matt Magener, Programs Coordinator	Jillian Brickey, Cameron McCullough
	Address	8300 Santa Monica Blvd, West Hollywood, 90069	
	Phone/email	(323) 848-6894, mmagener@weho.org	

II. Proposed Staffing and Organization

A. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 3 lists specialized credentials held by JLHA staff.

Table 3: Specialized Credentials held by JLHA Staff

Credential	Credential Description
PE	Professional Engineer
CPSWQ	Certified Professional in Stormwater Quality
CESSWI	Certified Erosion, Sediment and Stormwater Inspector
QSD/P	Qualified SWPPP Developer and Practitioner (Construction)
QISP	Qualified Industrial Stormwater Practitioner
CGP ToR	Trainer of Record for the NPDES Construction General Permit
IGP ToR	Trainer of Record for the NPDES Industrial General Permit
ECI	Environmental Compliance Inspector

B. Proposed Team

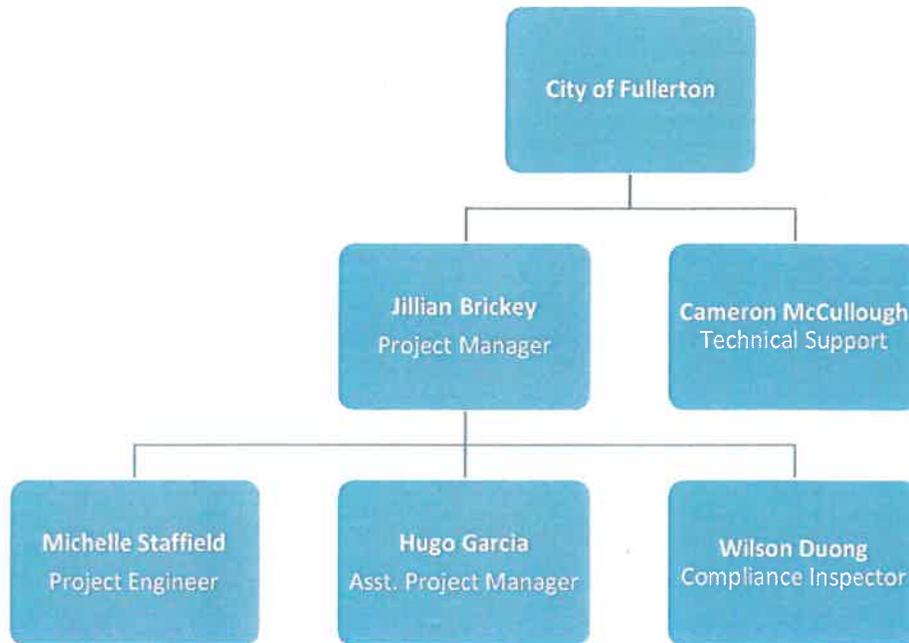
Table 4 lists the Municipal NPDES Personnel for this project and their typical project roles. The team will be available to provide any of the services listed in the scope of work within the term of services. See the Resumes Section for the experience, credentials, and education of the project team.

Table 4. Municipal NPDES Personnel Roles

Team Member Information		Team Member Project Experience (Short summary)
Name	Jillian Brickey	Fourteen years of experience managing municipal environmental programs. Specializes in surface water quality regulation, including stormwater NPDES Permits (MS4 and Construction General), Low Impact Development, and TMDLs. Also manages municipal water conservation programs and recycling programs and applies for and administers grants.
Credentials	MS, CPSWQ, QSD/P, CGP ToR	
Title	Project Manager	
Role	Point-of-contact, project development, plan review oversight	
Name	Cameron McCullough	Sixteen years of experience managing municipal environmental programs. Specializes in surface water quality regulation, including stormwater NPDES Permits (MS4, Industrial General, and Construction General), wastewater NPDES Permits and Orders (including the SSS Order), and TMDLs.
Credentials	MS, CPSWQ, QSD/P, QISP, IGP ToR	
Title	Alternate Project Manager	
Role	Project development, field compliance oversight	
Name	Michelle Staffield	Thirteen years of experience in water quality control planning, grant management, and municipal environmental program management. Experience includes managing municipal stormwater, FOG, and used oil programs, assisting in the management of watershed programs, and reviewing LID Plans.
Credentials	PE, MSE, CPSWQ, QSD	
Title	Project Manager/Project Engineer	
Role	Plan review	
Name	Hugo Garcia	Eight years of experience implementing municipal environmental programs. Assists in the management of field elements of MS4 NPDES programs, such as inspections at industrial/commercial facilities and construction sites, outfall screening, and non-stormwater source investigations, and reviewing LID Plans.
Credentials	CPSWQ, CESSWI, QSD/P	
Title	Asst. Project Manager	
Role	Project development	
Name	Wilson Duong	Five years of experience conducting environmental compliance inspections and investigations pertaining to NPDES permits and municipal ordinances for water quality, industrial waste, and FOG control.
Credentials	CESSWI, QSP	
Title	Compliance Inspector	
Role	Field compliance inspections	

C. Organization Chart

Key personnel to provide services under this proposal for the duration of the contract are listed in the following organizational chart.



D. Key Contract Staff Statement

Key staff will be available to the extent proposed for the duration of the contract. JLHA acknowledges that no person designated as “key” shall be removed or replaced without the proper written concurrence of the City of Fullerton. If changes occur, we will furnish the revised Project Team information provided in this proposal.

E. Resumes

The following section includes the resumes and certifications of key staff.

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR*Director***14 Years of Experience in Water Quality****Education**

M.S., Environmental Science, CSUF

B.S., Zoology, Cal State Poly Pomona

Certifications

CPSWQ, Envirocert (#0845)

QSD/QSP, CASQA (#22731)

CGP Trainer of Record, CASQA

Jillian Brickey has fourteen years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

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

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

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

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

16 years of project experience**Education**

M.S., Applied Mathematics, CSULB
B.S., Physics, CSULB

Certifications

CPSWQ, Envirocert (#0842)
QSD/QSP, CASQA (#22706)
IGP Trainer of Record, CASQA (#079)

Affiliations

Phi Beta Kappa Society
Society for Industrial & Applied Math

Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR
Director

Cameron McCullough has sixteen years of experience in the environmental compliance field, specializing in water quality. His experience includes municipal NPDES, TMDL, and SSO Control program administration, program funding, compliance planning, providing technical assistance and training to municipal staff, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and project qualifications

Mr. McCullough serves as a municipal NPDES and Industrial Waste Program Manager for several local cities. Programs administered include those for NPDES stormwater permits (MS4, IGP, and CGP), non-stormwater permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these permits and orders. Tasks include funding (e.g., Safe, Clean Water Program), compliance planning (e.g., Water Management Programs and TMDLs), stormwater quality controls for development and construction, industrial facilities, and municipal activities, prohibiting and investigating non-stormwater discharges to and from the MS4, and surface water quality monitoring. Through providing these services, he has developed the qualifications needed to serve as a Program Manager for this project. Specific examples of these qualifications include:

- Serving as a Program Manager for contracted MS4 NPDES Program services for local cities: Arcadia, Burbank, Diamond Bar, Glendale, Inglewood, San Gabriel, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina. Project responsibilities include serving as point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing clients in interactions with regulators and stakeholders. Estimated total budget: \$650,000 per year.
- Serving as a Program Manager for contracted Industrial Waste and/or Fats, Oils, and Grease (FOG) services for local cities: Arcadia, Hawthorne, South El Monte, South Pasadena, Stanton, and Whittier. Project responsibilities include serving as point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing clients in interactions with regulators and stakeholders. Estimated total budget: \$200,000 per year.
- Representing cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA: Villa Park 2019, Diamond Bar 2019, Stanton 2014, 2010, Seal Beach 2010, 2006, Big Bear Lake 2007.
- Developing projects and submitting applications for Safe, Clean Water Program funding: South Pasadena 2019, Burbank 2020, Diamond Bar 2020. Estimated budget: \$100,000.
- Administering the preparation of watershed management programs to address wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash: Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds, 2013-2016. Estimated budget: \$1.5 million.
- Administering the adaptive management of watershed management programs: Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds, 2017-2020. Estimated budget: \$100,000.
- Leading hundreds of municipal training sessions for over 30 municipalities over the last 15 years.

Michelle Staffield, PE, MSE, CPSWQ, QSD
Project Engineer

Education

M.S., Civil Engineering, Loyola Marymount
B.S., Ecology, Behavior, & Evolution, UCSD

Certifications

CA Professional Civil Engineer (#88904)
CPSWQ, Envirocert (#1136)
QSD, CASCA (#26529)

Michelle Staffield has thirteen years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Los Cerritos Channel, Lower Los Angeles River, and Lower San Gabriel River.

Education

B.S., Environmental Science, UCR

Certifications and Training

CPSWQ, EnviroCert (#1183)

CESSWI, EnviroCert (#4769)

QSD/P, CASQA (#27064)

Professional Certificate in GIS

Basic Inspector Academy, Cal EPA

Spanish fluency

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Senior Project Analyst/Assistant Project Manager

Hugo Garcia has eight years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, South Gate, and Whittier). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants (i.e. OCTA ECP Tier 1, Prop 84).

III. Detailed Work Plan

JLHA welcomes the opportunity to provide NPDES Program Compliance and Implementation services to the City of Fullerton, prepared in response to the Request for Proposal (RFP). This section details the approach to complete the Scope of Work (SOW). The timeframe of this proposal is for a period of three years. The services may be extended for three additional years, in one (1) year increments, upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

A. Scope of Services

Tables 5 to 15 lists the services listed in Section V of the RFP and include information that describe the understanding and approach the Project Team will use to meet the contract requirements.

Note that the City participates in a cost-share agreement for select MS4 NPDES Permit implementation services with the County of Orange the Principal Permittee under the MS4 NPDES Permit. These services include the development of a watershed management program, the continued development and implementation of a Monitoring Program, and development of a countywide Public Education Program. The development of the watershed management program, Monitoring Program, and City’s Public Education Program, however, requires administrative oversight by the affected Permittees as well as individual city implementation efforts. JLHA will provide this administrative oversight and implementation assistance as it applies to the City. In addition, the City is required to conduct a source investigation if the County’s dry weather monitoring indicates an exceedance of tolerance intervals for a given pollutant from an outfall monitored within the City. JLHA’s assistance with these investigations is incorporated into the Illicit Discharge Detection and Elimination Program.

Table 5. MS4 NPDES Program Management Tasks

RFP #	Description
1.1	<p>Act as the primary MS4 NPDES Program representative for the City and attend all related meetings and interactions with regulating agencies, non-governmental agencies and the public. Such meetings may include the General Permittee Committee and other subcommittees (e.g. Public Education subcommittee, LIP/PEA, inspection subcommittee) held by OC Watersheds that are relevant to the City’s MS4 Permit program</p> <p>Approach: We understand the City needs a representative at all MS4 NPDES related meetings and interactions. JLHA will represent the City: 1) at relevant area-wide NPDES meetings, 2) in interactions and negotiations with regulating agencies, non-governmental agencies, and the public, 3) in compliance audits, and 4) in responding to enforcement actions. Summary reports will be prepared for immediate viewing by the City via an online portal set up by JLHA. Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible.</p>
1.2	<p>Program development and updates to ensure full compliance</p> <p>Approach: We understand that NPDES regulation is expansive, complex, and at times esoteric. We will be available to the City on-call and on a monthly basis. Summary reports on proposed</p>

Table 5. MS4 NPDES Program Management Tasks

RFP #	Description
	<p>changes and modifications to the stormwater program will be prepared for immediate viewing by the City via an online portal set up by JLHA. Any action items required by the City as a result of program updates will be conveyed via email or phone call as soon as possible.</p>
1.3	<p>Update City's Local Implementation Plan (LIP)/the Program Effectiveness Assessment (PEA) and relevant documentation</p> <p>Approach: We understand that that this service may include updating Local Implementation (LIP) forms, templates, and other documentation based on annual assessment of LIP effectiveness. Our approach is to:</p> <ol style="list-style-type: none"> 1. Assess the current storm water program effectiveness through review of the City's Program Effectiveness Assessment (PEA), Local Implementation Plan (LIP), and correspondence with key City staff. 2. Through this assessment, identify program elements that are deficient or in need of improvement. 3. Provide practical implementation actions to City staff that will ensure long-term program effectiveness. This may include the need to develop implementation forms, training material, and work flow SOPs. 4. Provide the assessment and recommendations in platforms preferred by City staff, to include written reports, presentations, trainings and meetings, and web portals <p>Over the years we have modified many of the template NPDES forms provided by the County in order to make them more efficient and useful. As such, we will be able to provide an economy of scale to produce similar documents for the City.</p>
1.4	<p>Provide as-needed assistance with NPDES programs implementation such as compliance strategies and assisting in the development of fees to fund the City's NPDES programs</p> <p>Approach: We understand the City will require as-needed assistance for tasks within the project scope but not included in the RFP. We are available to provide assistance with guidance on compliance strategies, provide assistance with compliance with other NPDES Permits and non-stormwater discharges, and assist in the development and administration of fees to fund the City's NPDES programs.</p>
1.5	<p>The MS4 Permit requires quarterly reports to the Regional Board of Inspection activity at facilities covered under the State Industrial General Permit.</p> <p>Approach: We understand the Santa Ana Regional Board requires inspection summary reports other than the Annual Report (PEA). We will prepare and submit to the Regional Board quarterly reports that summarize inspection and enforcement activities at Industrial/Construction NPDES Permit facilities within the City. For industrial facilities, these reports will identify and include facilities that require coverage under the Statewide General NPDES Permit for Stormwater Discharges Associated with industrial activities.</p>
1.6	<p>Assist in the development of fees to fund the City's NPDES programs</p> <p>Approach: We understand the City is looking to adopt fees to pay for NPDES activities such as inspections and plan reviews. We will review the existing NPDES fee structure and recommend updates for review by the City.</p>

Table 6. Watershed Management Program Assistance Tasks

RFP #	Description
2.1	Represent City at watershed meetings and prepare meeting update reports
	Approach: We will represent the City at watershed meetings and in watershed management concerns with Permittees, regulators, and other parties. Our approach to this task will mirror those listed in the prior sections.
2.2	Prepare watershed management program progress reports and updates
	Approach: We will provide the city with summaries of watershed meetings attended, the anticipated direction of the watershed groups, and recommendations for the city.
2.3	Develop/update inventory and prioritization of candidate watershed projects
	Approach: We understand the City wants to develop/update its list of potential projects. We will prepare and maintain an updated inventory of prioritized candidate infrastructure projects. Due to the many provisions in the MS4 Permit regarding GIS databases, we have developed an electronic database to store records, along with most other elements of the respective MS4 Permit programs. Should the City have an online NPDES database management system, we will use the system for record keeping. We will also update and maintain a website of key program records to facilitate easy access by City staff.
2.4	Assist with project selection, development, and implementation
	Approach: We understand the City wants to select, develop, and implement projects. We will assist with selecting, developing, and implementing NPDES infrastructure projects.
2.5	Assist with continued watershed management program development activities
	Approach: We will assess compliance with applicable watershed management requirements, recommend compliance actions, and assist in their implementation.
2.6	Assist with project grant applications per the City's request
	Approach: We will keep apprised of grant opportunities related to NPDES and notify the City, assist in preparing and submitting applications, provide grant status updates, and manage approved grant projects.

Table 7. TMDL Programs Assistance Tasks

RFP #	Description
3.1	Assist with TMDL planning, implementation, reporting and other TMDL-related tasks
	Approach: We understand the City is under a technical TMDL for metals. Tasks for dry weather monitoring are addressed in the Illicit Discharges and Illicit Connections (ID/IC) table. We will review, interpret and summarize all documents and monitoring results provided by the County. We will also participate in any related meetings, and discuss the implications and potential outcomes.
3.2	Implement Statewide Trash Provisions implementation, including but not limited to preparing GIS maps and developing long-term compliance and monitoring plans
	Approach: We understand the City is under the provisions of the Statewide Trash Amendments. (Although technically not a TMDL, the Trash Amendments in effect act as a Trash TMDL.) We will review and update any GIS maps, long term compliance and monitoring

Table 7. TMDL Programs Assistance Tasks

RFP #	Description
	plans (as-needed), or other information required by the Regional Board through the Annual Reporting process. We will also provide general assistance with the monitoring and control measure planning and implementation required by the provisions.
3.3	Provide general assistance with the monitoring and control measure planning and implementation required by the provisions Approach: Our approach to this task will mirror those listed in this section.

Table 8. New Development Program Tasks

RFP #	Description
4.1	Review Water Quality Management Plans (WQMPs) and Non-Priority Projects (NPP). Review will be consistent with the consultant's current interpretation of: a. The MS4 Permit and the countrywide WQMP guidelines. b. Conversations with the Regional Board staff on pertinent specific or general issues. c. Conditions specifically required by the City. Approach: We will review and verify plans for conformance with the criteria of MS4 Permit section XII.A-XII.P. Correction sheets will be provided and indicate corrections required to achieve conformance. We will meet and correspond with project applicants and engineers, and approve plans. Standard turn-around time for WQMP and NPP review is two weeks.
4.2	Inspect WQMP sites prior to occupancy to verify proper Best Management Practice (BMP) installation. Inspect annually thereafter to ensure proper BMP maintenance. This includes letters to notify property owners of the initial inspection and of any corrective actions required. Approach: BMP verification and maintenance inspections will include verifying the proper construction and installation of BMPs, and proper operation and maintenance of BMPs, respectively. We will be available to conduct inspections upon receiving notice from the city to inspect and availability of records and plans. Follow-up activities will be conducted at non-compliant projects. This includes activities related to the detection of BMPs that are improperly constructed, installed, or maintained. This will also include follow-up inspections, corresponding with the WQMP BMP owner/operator, and issuing enforcement actions. Existing WQMP sites will also be notified of maintenance requirements via notification letters and correspondence with owners and operators of WQMP BMPs as-needed.
4.3	Maintain a list of on-going and approved projects accompanied by a listing of approved treatment BMPs. Approach: We will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
4.4	Attend meetings with City staff and applicants as needed. Coordinate with various departments. Approach: We will meet, correspond and coordinate with City staff and departments, project applicants and engineers, as needed

Table 9. Construction Program (for sites one acre or greater) Tasks

RFP #	Description
5.1	<p>Inventory state-permitted construction sites.</p> <p>Approach: We will review city and Water Board records and on-site conditions to update the site inventory—including all information field required—and review existing site information and regulatory history prior to inspection. This also includes prioritizing new sites as low, medium, or high based on threat to water quality, and reprioritizing sites based on changing site conditions and inspection results.</p>
5.2	<p>Inspect sites for proper BMP implementation and any necessary correspondences and follow up inspections at non-compliant sites.</p> <p>Approach: We will inspect sites for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) determining the facility’s impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 2) determining the need for corrective actions and setting up a follow up inspection dates, and 3) completing an inspection form. Routine inspections at state permitted construction sites will be conducted at least twice a year during the rainy season (October 1st through April 30th). Staff will correspond with site operators and schedule inspections as-needed, discuss corrective actions required, and providing program education as-needed.</p>
5.3	<p>Ensure the City's current building inspection form to incorporate a stormwater inspection element and recommend any improvements as needed.</p> <p>Approach: JLHA will assess the City's current inspection forms and provide recommended changes to City staff. The deliverables under this scope of services will be uploaded for viewing and download by the City via an online portal set up by JLHA.</p>
5.4	<p>Prepare enforcement notices and assist in enforcement actions.</p> <p>Approach: For egregious or repeated cases of non-compliance, enforcement notices will be prepared following the city ordinances and NPDES Permit’s progressive enforcement requirements. If noncompliance persists, we will work with City enforcement staff to resolve the issue.</p>

Table 10. Industrial/Commercial Facilities Program Tasks

RFP #	Description
6.1	<p>Review, update, and prioritize inventory of critical industrial/commercial facilities as low, medium, or high based on threat to water quality and changing site conditions and inspection results</p> <p>Approach: City records and facility records will be reviewed to update the industrial/commercial facility inventory—including all information required. Existing facility information and regulatory history prior to inspection will be reviewed. We will also prioritize new facilities as low, medium, or high based on threat to water quality, and reprioritize facilities based on changing site conditions and inspection results.</p>
6.2	<p>Educate industrial/commercial facility operators about effective Best Management Practices (BMPs) and provide technical assistance to businesses that may be a significant source of pollution</p>

Table 10. Industrial/Commercial Facilities Program Tasks

RFP #	Description
	<p>Approach: We will distribute educational materials and speak to facility operators about the purpose of the storm water program and reason the business is inspected.</p>
6.3	<p>Inspect critical industrial/commercial facilities for proper BMP implementation and any necessary follow-up correspondences and additional inspections at non-complaint facilities</p> <p>Approach: Facilities will be inspected for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) inspecting facility layout to locate the storm drain system and/or stormwater drainage path, storage areas, process, areas, and heavy equipment wash and maintenance areas, and stormwater sampling locations, if applicable, 2) determining the facility’s impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 3) verifying industrial classification, 4) determining the need for corrective actions and setting up a follow-up inspection dates, and 5) completing an inspection form. High, medium and low priority facilities will be inspected on the required annual, biennial, and semi-quinquennial frequencies, respectively. Follow-up inspections will be conducted within 4 weeks.</p> <p>We will also review OCHCA inspection records for noncompliance and conduct follow-up inspections within 4 weeks of receiving notification from OCHCA as needed.</p>
6.4	<p>Prepare enforcement notices and assist in enforcement actions</p> <p>Approach: For egregious or repeated cases of noncompliance, enforcement notices will be prepared following the city ordinances and NPDES Permit’s progressive enforcement requirements. If noncompliance persists, we will work with City enforcement staff to resolve the issue.</p>
6.5	<p>Comply with Senate Bill 205 requiring the City to identify industrial facilities that require coverage under the Statewide General NPDES Permit for Stormwater Discharges Associated with industrial activities through business licensing. To comply with SB 205, industrial businesses must provide the following information with new business license applications or renewals:</p> <ul style="list-style-type: none"> a. Primary Standard Industrial Classification (SIC) codes b. The Industrial General permit (IGP) Waste Discharge ID (WDID) number <p>Approach: We will review the existing industrial facility inventory and provide Business Registration Division with a list of businesses that may require IGP coverage. A supplemental questionnaire will be prepared to accompany business license applications. Completed supplemental questionnaires will be reviewed by staff and businesses requiring IGP coverage will be forwarded to the City. This will include preparing a notification letter for businesses that require IGP coverage. We will correspond with businesses regarding completed questionnaires, and SB-205 and IGP requirements and enrollment. Eligible businesses will be tracked through the State Water Resource Control Board’s SMARTS website and forwarded to the City.</p>

Table 11. Municipal Activities Management Tasks

RFP #	Description
7.1	Inventory and re-prioritize municipal facilities
	Approach: We will review the existing municipal facilities inventory and re-prioritize (low, medium, and high), as needed, based on changing site conditions and inspection results.
7.2	Inspect municipal facilities for proper BMP implementation
	Approach: We will inspect municipal facilities for proper BMP implementation. This includes 1) inspecting facility layout to locate the storm drain system and/or stormwater drainage path, storage areas, process, areas, and heavy equipment wash and maintenance areas, and stormwater sampling locations, if applicable, 2) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, and 3) completing an inspection form. High, medium and low priority facilities will be inspected on the required annual, biennial, and semiquinquennial frequencies, respectively.
7.3	Provide a summary of corrective actions and conduct follow-ups when necessary.
	Approach: We will determine the need for corrective actions and set up a follow-up inspection date. Additionally we will provide suggestions for BMP implementation, if necessary.
7.4	Collect data related to the Municipal Activities Program such as street sweeping, catch basin cleaning, and pesticide and fertilizer application.
	Approach: We will work with the Public Works Department to track data from activities throughout the reporting year and will collect and analyze that data for annual reporting.

Table 12. Public Education Program Tasks

RFP #	Description
8.1	Provide updated stormwater information for City website
	Approach: We issue newsletters to clients that address local, regional, statewide and federal NPDES MS4 issues and can provide website content tailored to the City's interests.
8.2	Assist in a City event to promote public involvement in pollution prevention
	Approach: We will discuss with City staff opportunities to participate and promote nearby events such as the Fullerton Market, or other city events. We will attend the chosen event(s) and educate the public in stormwater pollution through discussion, demonstrations, and material distribution.
8.3	Provide educational materials and distribute them to the public as needed
	Approach: Our approach to this task will mirror those listed in the prior section.
8.4	Attend the Public Education Subcommittee meetings
	Approach: We will represent the City at the Public Education Subcommittee meetings and in watershed management concerns with Permittees, regulators, and other parties. Our approach to this task will mirror those listed in the prior sections.

Table 13. Illicit Discharges Detection and Elimination Program Tasks

RFP #	Description
9.1	Perform investigations of illicit discharge 1) requested by the City or 2) when violations are witnessed during the consultant's field activities within the City within the timeframes provided in the MS4 Permit. Prepare subsequent reports and record keeping. Inspection staff will be required to respond to complaints within two hours during normal working hours.
	<p>Approach: Complaints received or violations observed will be investigated within the timeframes provided in the MS4 Permit. If needed, within normal working hours inspection staff will be available to respond to complaints within two hours. We will correspond with responsible parties and complainants and schedule inspections as-needed, discuss corrective actions required, and provide program education as-needed. We will store records on an electronic database accessible to the City online. We will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.</p> <p>In addition, the City is required to conduct a source investigation if the County's dry weather monitoring indicates an exceedance of tolerance intervals for a given pollutant from an outfall monitored within the City. We will assist with these investigations as needed.</p>
9.2	Follow-up with noncompliant parties and prepare enforcement notices following the city ordinances. In cases of continued noncompliance, the consultant will consult with the City to determine the optimal enforcement strategy and send out notices per City approval.
	Approach: Enforcement actions will be undertaken following procedures provided in the MS4 Permit. We will conduct follow-up investigations to verify elimination of illicit discharges. For egregious or repeated cases of non-compliance, enforcement notices will be prepared following city ordinances and the MS4 Permit requirements. Notices will be sent out only after City approval. If noncompliance persists, we will work with City enforcement staff to resolve the issue.
9.3	Provide as-needed enforcement assistance
	Approach: We will provide other as-needed enforcement assistance as requested by the city.

Table 14. Training Tasks

RFP #	Description
10.1	Prepare materials and provide training for targeted City staff members and contractors in elements of MS4 NPDES training topics including but limited to WQMP review process and BMP verification and maintenance inspections, construction BMP standards and SWPPP requirements, the Municipal Activities Program, and Illicit Discharge Program.
	<p>Approach: As noted in prior sections, we understand that NPDES regulation is expansive, complex, and at times esoteric. Our training approach is to:</p> <ol style="list-style-type: none"> 1. Conduct the training at a time suitable to City staff. 2. Provide knowledgeable personnel with training. 3. Extract essential elements of the following compliance programs: <ol style="list-style-type: none"> a. Legal Authority b. Municipal Activities c. Public Education

Table 14. Training Tasks

RFP #	Description
	<ul style="list-style-type: none"> d. New Development/Significant Redevelopment Program e. Construction Program f. Existing Development (Commercial/Industrial) Program g. Illicit Discharges/Illicit Connections (ID/IC) Program <ul style="list-style-type: none"> 4. Place emphasis on the internal staff process and individual job responsibilities. 5. Hold Q&A with City staff. 6. Provide slide presentations, key program forms, templates, and documentation. The deliverables under this scope of services will included access to an online training portal that will permanently store all presentations and related training documentation. <p>JLHA can provide an additional in-depth staff training (beyond the one-hour standard training scope) on any component of the MS4 NPDES program</p>

Table 15. Reporting, Recordkeeping, & Database Management Tasks

RFP #	Description
11.1	<p>Prepare the City's Individual MS4 NPDES Annual Report (PEA) for the City review and timely submission to the Regional Board</p> <p>Approach: We will prepare numeric elements of the Annual Report by the end of September to meet the countywide internal deadline. A draft of the complete Annual Report will be submitted to the City for review one month prior to submittal in mid-November. After incorporating comments and corrections from city staff, the final version of the Annual Report will be submitted to the Regional Board by the mid-November deadline.</p>
11.2	<p>Prepare quarterly reports for Industrial/Construction NPDES Permit facilities for the City review and timely submission to the Regional Board</p> <p>Approach: We will prepare and submit to the Regional Board quarterly reports. Our approach to this task will mirror those listed in the prior sections.</p>
11.3	<p>Update and maintain online GIS database(s) of program records. This includes but is not limited to project and BMP location data, industrial/commercial facility and construction site inventories, inspection results, a list of monitoring sites and results, records of inspection/investigations, and enforcement actions. The City has MS4Front NPDES database management system and ArcGIS online; the Consultant should be familiar with these tools and ensure to centralize records for easy access and archive for the City. All data resulted from this consulting engagement shall be a property of the City.</p> <p>Approach: We will store records of all programs provided under the scope of work on an electronic database accessible to the City online. We will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.</p>

B. Exceptions/Deviations

JLHA has no exceptions or deviations to the requirements in the City of Fullerton RFP.

IV. Required Forms

The following section includes JLHA's completed City of Fullerton required form:

- **Status of Past and Present Contracts**

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: N/A	
Contact name: N/A	Phone: N/A
Project award date: N/A	Original Contract Value: N/A
Term of Contract: N/A	
1) Status of contract: N/A	
2) Identify claims/litigation or settlements associated with the contract: N/A	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 
 Name: Jillian Brickey
 Title: Director

Date 10/09/2020

V. Fee Proposal

A. 2020 Rate Schedule

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

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

B. Cost Analysis Breakdown

The following table lists our cost and proposed hours breakdown for these services.

Estimated Annual Costs

Scope Task	Team*	Rate	Hours	Cost	2020-2021 Total	2021-2022 Total	2022-2023 Total	2023-2024 Total**	2024-2025 Total**
Task 1 - MS4 NPDES Program Management					\$ 23,100	\$ 23,100	\$ 23,100	\$ 23,100	\$ 23,100
1.1 Client representation	PM	\$ 165	16	\$ 2,640					
1.2 Program updates	PM	\$ 165	40	\$ 6,600					
1.3 LIP/PEA updates	PM	\$ 165	16	\$ 2,640					
1.4 Additional services	PM	\$ 165	60	\$ 9,900					
1.5 Quarterly Regional Board reports	CS2	\$ 125	0	\$ -					
1.6 Fee schedule development	PM	\$ 165	8	\$ 1,320					
Task 2 - Watershed Management Program Assistance					\$ 21,780	\$ 21,780	\$ 21,780	\$ 21,780	\$ 21,780
2.1 Client representation	PM	\$ 165	12	\$ 1,980					
2.2 Program updates	PM	\$ 165	32	\$ 5,280					
2.3 Projects inventory development/update	PM	\$ 165	28	\$ 4,620					
2.4 Projects development/implementation	PM	\$ 165	16	\$ 2,640					
2.5 Additional services	PM	\$ 165	4	\$ 660					
2.6 Grant applications preparation	PM	\$ 165	40	\$ 6,600					
Task 3 - TMDL Programs Assistance					\$ 4,965	\$ 4,965	\$ 4,965	\$ 4,965	\$ 4,965
3.1 General TMDL assistance	PM	\$ 165	8	\$ 1,320					
3.2 Statewide Trash Amendments implementation	aPM	\$ 155	15	\$ 2,325					
3.3 Additional services	PM	\$ 165	8	\$ 1,320					
Task 4 - New Development Program					\$ 32,835	\$ 32,835	\$ 32,835	\$ 32,835	\$ 32,835
4.1 WQMP/NPP plan review	PE	\$ 165	120	\$ 19,800					
4.2 WQMP BMP inspections	PE	\$ 165	35	\$ 5,775					
4.3 Record keeping	PE	\$ 165	24	\$ 3,960					
4.4 Coordination and meetings	PE	\$ 165	20	\$ 3,300					
Task 5 - Construction Program***					\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125	\$ 6,125
5.1 Inventory construction sites	CS2	\$ 125	6	\$ 750					
5.2 Inspect ≥ 1 acre sites	CS2	\$ 125	34	\$ 4,250					
5.3 Inspection forms	CS2	\$ 125	2	\$ 250					
5.4 Enforce cases of non-compliance	CS2	\$ 125	7	\$ 875					
Task 6 - Industrial/Commercial Facilities Program					\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000
6.1 Track and prioritize critical facilities	CS2	\$ 125	15	\$ 1,875					
6.2 Educate facility operators	CS2	\$ 125	8	\$ 1,000					
6.3 Inspect critical facilities (185 Routine, 37 Follow-ups)	CS2	\$ 125	222	\$ 27,750					
6.4 Enforce cases of non-compliance	CS2	\$ 125	12	\$ 1,500					
6.5 General SB 205 assistance	CS2	\$ 125	79	\$ 9,875					
Task 7 - Municipal Activities Management					\$ 3,660	\$ 3,660	\$ 3,660	\$ 3,660	\$ 3,660
7.1 Track and prioritize municipal facilities	CS2	\$ 125	8	\$ 1,000					
7.2 Inspect municipal facilities	CS2	\$ 125	12	\$ 1,500					
7.3 Provide summary	CS2	\$ 125	4	\$ 500					
7.4 Municipal Activities Program data collection	PM	\$ 165	4	\$ 660					
Task 8 - Public Education Program					\$ 3,195	\$ 3,195	\$ 3,195	\$ 3,195	\$ 3,195
8.1 City website information	PA	\$ 125	2	\$ 250					
8.2 Promote stormwater program	PA	\$ 125	10	\$ 1,250					
8.3 Educate public	PA	\$ 125	3	\$ 375					
8.4 Client representation	PM	\$ 165	8	\$ 1,320					
Task 9 - Illicit Discharges Detection and Elimination Program					\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
9.1 Investigate illicit discharges	CS2	\$ 125	14	\$ 1,750					
9.2 Enforce cases of non-compliance	CS2	\$ 125	4	\$ 500					
9.3 Additional services	CS2	\$ 125	6	\$ 750					
Task 10 - Training					\$ 4,950	\$ 4,950	\$ 4,950	\$ 4,950	\$ 4,950
10.1 Provide training	PM	\$ 165	30	\$ 4,950					
Task 11 - Reporting, Recordkeeping, & Database Management					\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
11.1 Annual Report	PM	\$ 165	50	\$ 8,250					
11.2 Quarterly Reports	CS2	\$ 125	12	\$ 1,500					
11.3 Manage database	CS2	\$ 125	18	\$ 2,250					
Total					\$ 157,610	\$ 157,610	\$ 157,610	\$ 157,610	\$ 157,610

*aPM: Assistant Project Manager, CS: Compliance Specialist, PA: Project Analyst, PE: Project Engineer, PM: Project Manager

**if extended

***Assumptions are based on the State Water Resources Control Board SMARTS Database

EXHIBIT B
CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – FORM I**

This endorsement only modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2020

GROUP:
POLICY NUMBER: 8244804-2020
CERTIFICATE ID: 108
CERTIFICATE EXPIRES: 02-05-2021
02-05-2020/02-05-2021

CITY OF FULLERTON
303 W COMMONWEALTH AVE
FULLERTON CA 92832-1710

SP

02-05-2020
HO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2020-12-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF FULLERTON

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 02-05-2020 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2020-12-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF FULLERTON

EMPLOYER

JOHN L HUNTER & ASSOCIATES INC
6131 ORANGETHORPE AVE STE 300
BUENA PARK CA 90620

SP

[P1Z,HO]

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00	
Sample Rate:	13.30%	

Regular Premium equals:	\$ 665.00	
Surcharge:	3.00%	

Additional Waiver charge:	\$ 19.95	
Total premium equals	\$ 684.95	(665.00 + 19.95)

EXHIBIT C

W-9 FORM

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: right; font-weight: bold; font-size: 1.2em;">John L. Hunter & Associates, Inc.</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S Corporation</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 6131 Orangethorpe Ave., STE 300	Requester's name and address (optional)
6 City, state, and ZIP code Buena Park, CA 90620	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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3	3		-	0	1	2	7	2	9	2			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.