

## AGREEMENT FOR SERVICES

This Agreement for Services is made and entered in the City of Bell on this 27<sup>th</sup> day of April, 2011 by and between the CITY OF BELL, a municipal corporation (hereinafter referred to as "City"), and , Public Engineering Services, Inc. a private corporation (hereinafter referred to as "Consultant")

### WITNESSETH

WHEREAS, Consultant is recognized as fully competent and qualified to provide geotechnical consulting services for the Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit Compliance in the City of Bell, as herein specified.

NOW, THEREFORE, in consideration of their mutual obligations, the parties hereto agree as follows:

#### 1. Parties to the Agreement:

The parties to this agreement, and their respective representatives to who formal notice, demands and communications shall be given, are as follows:

- a) City: City of Bell  
6330 Pine Avenue  
Bell, California 90201
- b) Consultant: Public Engineering Services, Inc.  
149 East Saint Joseph St.  
Arcadia, CA 91006

#### 2. Scope of Services:

1. The *Proposal to Continue Providing NPDES Permit Compliance Services* dated March 10, 2010 from CAA includes the Scope of Services. This Proposal in reference is hereby incorporated and made part of this Agreement for Services (Exhibit A). Public Engineer Services, Inc. has agreed to accept an assignment in conformance with CAA Proposal as to its task descriptions and scheduling for the remaining Fiscal Year (2010-2011).

3. Independent Contractor:

The Consultant is an independent contractor and shall have no power or authority to incur debt, obligation or liability on behalf of the City. No act or omission of Consultant in the course of performing any services under this Agreement shall be deemed or construed to make Consultant an agent, employee, associate, partner or joint venturer of the City. Consultant shall be responsible for determining the means and method for performing the services required hereunder.

Consultant shall not be eligible for nor claim benefits under the Public Employees Retirement System, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or other benefits commonly conferred upon employees of the City.

4. Consultant's Compensation:

The City will compensate Consultant for services provided an amount not to exceed Twenty Thousand Dollars and 00/100 (\$20,00.00) in accordance to Consultant's Schedule of Fees, attached and made part hereto as Exhibit "B"

Consultant shall have sole responsibility for reporting all compensation received to the Federal and State governments. City shall have no responsibility for submitting reports for income tax purposes.

5. Term of Agreement:

This agreement shall become effective upon the date of execution and shall remain in full force and effect through the end of FY 2010/2011, subject to the termination provision set forth below.

Either party may terminate this Agreement at any time upon providing the other party with no less than thirty (30) days prior written notice, unless a shorter period is acceptable to both parties.

In the event of termination hereunder, Consultant shall be entitled to compensation for all services rendered pursuant to this Agreement up to the effective date of termination.

6. Indemnification and Insurance:

Consultant shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any liability, claims, demands, damages, suits, causes of action, losses, cost or expenses including, but not limited to, court costs and attorneys' fees, arising out of or attributable to the Consultant's negligent performance of this Agreement.

7. Resolution of Disputes:

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney fees, costs, and necessary disbursement, in addition to such other relief as may be sought and awarded.

8. Governing Law:

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF BELL

CONSULTANT



Interim Chief Administrative Officer



PES, INC. President

Dated: 06/09/2011

Dated: 6/8/2011



*Proposal to Continue Providing NPDES Permit Compliance Services for the City of Bell*

**PROPOSAL TO CONTINUE PROVIDING NPDES PERMIT COMPLIANCE**

**SERVICES FOR THE CITY OF BELL**

**GENERAL UNDERSTANDING AND APPROACH**

This proposal outlines the various services that Charles Abbott Associates, Inc. ("CAA") will provide to the City of Bell to comply with the Los Angeles County Municipal National Pollutant Discharge Elimination System Permit and State and Federal Clean Water Act/Water Quality regulatory programs. CAA will immediately report to and seek guidance from City staff where concerns, issues, or alternatives for additional regulatory activities occur.

The Los Angeles Countywide Municipal National Pollutant Discharge Elimination System ("NPDES") Municipal Storm Water Permit issued by the California Water Quality Control Board, Los Angeles Region (Regional Board) in Order No. 01-182 ("Permit") establishes many ongoing compliance activities both on a day-to-day as well as on an annual basis. While the current Permit (Order No. 01-182) is now expired it remains effective until a new Permit is issued. The existing Permit was recently amended on December 10, 2009 by Order R4-2009-0130 with Total Maximum Daily Load provisions for trash in the Los Angeles River Watershed. The Regional Board has indicated in recent meetings that it will be incorporating all existing and new TMDLs into the draft Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements. While a draft Permit is not expected until the end of 2010, CAA will need to attend all related meetings and review documents, to ensure that the City's interests and concerns are adequately addressed. With this in mind CAA will:

1. Continue to assist the City in its ongoing implementation of the primary programs under the Permit: (1) Program Management (regulatory reviews, reporting, meetings, etc.); (2) Public Information and Participation Program; (3) Industrial and Commercial Facility Inspections, (4) Development Planning Assessments; (5) Development Construction Reviews; (6) Public Agency Activities Monitoring and Reporting, and (7) Illicit Connection/Illicit Discharge tracking and investigations.
2. Assume a leading role in addressing special technical issues as they arise. These presently include: (1) Los Angeles River Trash TMDL oversight, development, and implementation; (2) Los Angeles River Metals TMDL oversight, development, and implementation; (3) Los Angeles River Monitoring Sites and Special Studies; (4) monitoring Permit litigation issues.
3. Future Los Angeles River Bacteria TMDL: the Regional Board expects the completion date of the Los Angeles River Bacteria TMDL by the end of 2010. The City of Bell is located in segment B (upper and middle Reach 2 – Figueroa Street to Rosecrans Avenue) with the highest level of coliform bacteria in the Los Angeles River. An Implementation Plan has to be submitted by segment B Agencies in 30 months after effective date of the TMDL and complete implementation 4 years after the Executive Officer (EO) approval of the Implementation Plan. Regional Board will assign bacteria waste load



*Proposal to Continue Providing NPDES Permit Compliance Services for the City of Bell*

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allocations (WLA) and load allocations (LA) to each city of segment B in accordance with the dry-weather implementation plan approved. The City of Bell is responsible for meeting dry-weather bacteria WLAs assigned in the Los Angeles River Bacteria TMDL. CAA has been actively participating in meetings and workshops since the Cleaner Rivers through Effective Stakeholder – led TMDL (CREST) created a draft Dry-weather Implementation Plan which will serve as the template for the Regional Board's development of the LA River Bacteria TMDL Implementation Plan. CAA will continue to provide a leading role in addressing special technical issues arise with this future Los Angeles River Bacteria TMDL. There are currently two (2) contaminants/303(d) listed pollutants for which TMDLs must be developed by 2012, in accordance with the 1999 Consent Decree. The Regional Board has indicated in recent meetings that it will be incorporating all existing and future TMDLs into the draft Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements.

4. Assist the City in conducting the Trash Daily Generation Rate (DGR) study during the month of July 2010 in accordance with Trash TMDL requirements for Los Angeles River. CAA will assist the City in meeting the Trash TMDL waste allocation requirements for the third compliance deadline of September 30<sup>th</sup>, 2010.
5. Assist the City in installing full capture certified catch basin inserts on all catch basins by 2011. Total funding has been awarded to the City from the Gateway Integrated Regional Water Management Authority (IRWM) for catch basin inserts that LARWQCB has certified as full capture devices. IRWM funds will cover to cost of installation of catch basin inserts. However the City will be responsible for ongoing maintenance of full-capture devices to this end, CAA will assist the City in developing a monitoring and maintenance program for the full capture systems for trash. Monitoring and maintenance program of the full capture devices for trash is mandatory to comply with Regional Board full capture device certification.
6. CAA will work with the City to clarify Low Impact Development (LID) requirements on the new projects and provide technical assistance in the selection of efficient structural post-construction BMPs in accordance with LID requirements for new development and redevelopment projects.



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**FY 2010-2011 TASK DESCRIPTIONS, SCHEDULING, AND BUDGETS**

This section describes the primary categories of tasks and subtasks as the scope of work proposed by CAA. The City of Bell may elect to have CAA implement the full scope of work described or any combination of task categories.

<b><u>PART 1 – ADMINISTRATIVE REQUIREMENTS AND REPORTING REQUIREMENTS</u></b>	
<b>Task Description</b>	<b>Schedule</b>
<b>Annual Report</b> – CAA will assist the City in documenting program activities undertaken during the 2009-2010 reporting period. We will collect program implementation information from appropriate City staff in support of the Annual Report. CAA will submit an electronic copy of the Annual Report to the LACDPW by September 7, 2010. In addition, we will provide the City 2 bound copies, and one CD Rom copy of the Annual Report.	July - September 2010 (60 hrs.)
<b>City Staff Coordination</b> – Coordinate and provide City staff with regular status reports detailing program management and overall program implementation; meetings attended and training conducted; and document upcoming tasks. CAA will work with the City to layout a schedule for accomplishing major compliance milestones associated with the Permit and TMDLs.	Continue to provide assistance as needed on an ongoing basis. (30 hrs.)
<b>Co-Permittee Coordination</b> – Coordinate with other Permittees in the Los Angeles River Watershed. Attend required meetings on behalf of the City of Bell, including monthly Executive Advisory Committee meetings, monthly watershed Permittee meetings and quarterly Public Outreach Strategy meetings.	Continue to provide assistance as needed on an ongoing basis. (56 hrs.)
<b>NPDES New Permit Development</b> – CAA staff will represent the City's interests at meetings pertaining to the development of the New NPDES Permit and other storm water regulations. CAA will review, prepare comments and attend meetings associated with the proposed Permit and other relevant regulations. Our staff will discuss issues with City staff and provide recommendations through verbal communication and written correspondence.	Continue to provide assistance as needed on an ongoing basis. (24 hrs.)
<b>TOTAL BUDGET</b>	<b><del>-\$18,360</del></b>



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<b>PART 2 – TMDL DEVELOPMENT</b>	
<b>Task Description</b>	<b>Schedule</b>
<p><b>TMDL Development</b> – CAA environmental staff will represent the City's interests at meetings pertaining to the implementation of the Los Angeles River Metals TMDL. CAA will review, prepare comments and attend meetings associated with the proposed Implementation and Monitoring Plans. Based on the Monitoring Program and the Special Studies for Los Angeles River, CAA will provide source reduction strategies to reduce significantly metals in discharges to the Los Angeles River.</p> <p>Based on the 2008 CWA Section 303(d) List of water quality impairments, Los Angeles River Reaches 2 and 5 are impaired for Oil. In accordance with the 1999 Consent Decree the USEPA will adopt a TMDL to address this pollutant by March 24, 2012. Also, Los Angeles River Reach 2 (Carson to Figueroa Street) is listed as impaired by coliform bacteria. City of Bell is responsible for meeting the dry-weather bacteria WLA assigned in the Los Angeles River Bacteria TMDL. CAA has been actively participating in meetings and workshops since the Cleaner Rivers through Effective Stakeholder – led TMDL (CREST) created a draft Dry-weather Implementation Plan as the basis for the Regional Board's development of the LA River Bacteria TMDL Implementation Plan. CAA will actively participate in meetings and assist the City in development comments for Oil and Bacteria reduction in Los Angeles River Reach 2 (City of Bell is located in Reach 2).</p>	<p>Continue to provide assistance as needed on an ongoing basis.</p> <p align="center">(124 hrs.)</p>
<p><b>Trash TMDL Development – Full Capture an Implementation.</b></p> <p>CAA will assist the City to perform the Trash Daily Generation Rate (DGR) study for the month of July 2010.</p> <p>CAA will assist the City to meet the 40% reduction in the Trash Waste Load Allocation in accordance with the Trash Implementation Schedule, Year 3 Implementation, on September 30, 2010.</p> <p>CAA will assist the City in developing a monitoring and maintenance program for full capture systems for trash. Monitoring and maintenance program of the full capture devices for trash is mandatory to comply with Regional Board full capture device certification.</p>	<p align="center">(24 hrs.)</p>
<b>TOTAL BUDGET</b>	<del>—\$15,984—</del>



Proposal to Continue Providing NPDES Permit Compliance Services for the City of Bell

<b>PART 3 – PUBLIC EDUCATION PROGRAM</b>	
<b>Task Description</b>	<b>Schedule</b>
<b>Public Education Program</b> – Assist the City in coordinating and participating in the County-wide Public Education program. CAA will assist the City in updating the environmental web page of the City with information regarding new water regulations and outreach articles.	Continue to provide assistance as needed on an ongoing basis (8 hrs.)
<b>TOTAL BUDGET</b>	<del>-\$864-</del>

<b>PART 4 – INDUSTRIAL/COMMERCIAL FACILITIES CONTROL PROGRAM (ICFCP)</b>	
<b>Task Description</b>	<b>Schedule</b>
<b>Train Staff</b> – CAA will train appropriate new City staff (personnel involved in conducting site visits and business license renewal) on the inspection procedures, and database management.	(4 hrs.)
<b>Database Management</b> - CAA will maintain the City's database program for industrial/commercial facilities.	(10 hrs.)
<b>TOTAL BUDGETED</b>	<del>-\$1,512-</del>



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<b><u>PART 5 – DEVELOPMENT PLANNING PROGRAM</u></b>	
<b>Task Description</b>	<b>Schedule</b>
<p><b>Development Planning Program</b> – Coordinate with City staff to assist in implementation of the Development Planning Program.</p> <ul style="list-style-type: none"> <li>- CAA will work with the City to clarify the requirements of Low Impact Development (LID) on the projects and to provide technical assistance in the selection of adequate and efficient structural post-construction BMPs in accordance with LID and SUSMP requirements for new construction projects.</li> <li>- Develop an electronic tracking system for post-construction BMPs, and develop an inspection program to verify proper maintenance and operation of structural BMPs.</li> </ul>	<p>Continue to provide assistance as needed on an ongoing basis. (16 hrs.)</p>
<p><b>DPP Training</b> – Conduct training of City and/or contract staff in the DPP program.</p>	<p>Annually (4 hrs.)</p>
<b>TOTAL BUDGETED</b>	<del><b>\$2,160</b></del>

<b><u>PART 6 – PUBLIC AGENCY ACTIVITIES PROGRAM</u></b>	
<b>Task Description</b>	<b>Schedule</b>
<p><b>Public Agency Activities Program</b> – Conduct training of City and/or contract staff in PAAP implementation.</p>	<p>Annually (2 hrs.)</p>
<b>TOTAL BUDGETED</b>	<del><b>\$216</b></del>



Proposal to Continue Providing NPDES Permit Compliance Services for the City of Bell

**PART 7 – ILLICIT CONNECTIONS/ILLICIT DISCHARGES PROGRAM**

Task Description	Schedule
<b>IC/ID PROGRAM TASKS</b>	
<b>IC/ID Elimination Program</b> – Assist the City in the implementation of an IC/ID Program based on the Countywide model program and Permit requirements. Coordinate with code enforcement, building inspection, and maintenance staff in identifying and documenting appropriate City procedures.	Continue to provide assistance as needed on an ongoing basis. (6 hrs.)
<b>Tracking and Mapping IC/IDs</b> – Provide oversight of the development and annual updating of a listing of illegal discharges and illicit connections to the storm drain system. CAA will develop a GIS map identifying the locations of IC/IDs with the City.	(7 hrs.)
<b>IC/ID Training</b> – Conduct training of City and/or contract staff in IC/ID Program Implementation.	Annually (2 hrs.)
<b>TOTAL BUDGETED</b>	<del>—\$1,620—</del>



**SUMMARY OF RATES AND FEES**

CAA' services under this agreement will primarily be provided by our Environmental Scientist/Engineer at a billing rate of \$108 per hour. CAA will assist the City in the performance of all of the above tasks for a not-to-exceed contract amount of \$40,716.

The City may choose to eliminate any of the parts from the above-described scope of work prior to program implementation. The total not-to-exceed contract amount will be adjusted as necessary to reflect the sum of the parts selected by the City for CAA implementation. Should the City later select additional parts, the not-to-exceed contract amount will be adjusted in accordance with costs indicated in this proposal.

**BUDGET PROPOSAL**

**Fiscal Year 2010/2011**

SECTION	BUDGET
	\$18,360
Project Management and Reporting	\$15,984
TMDL Development	\$864
Public Education Program	\$1,512
Industrial/Commercial Facility Inspection Program	\$2,160
Development Planning Program	\$216
Public Agency Activities Program	\$1,620
Illicit Connection/Illicit Discharge Elimination Program	<del>\$40,716</del>
<b>TOTAL BUDGETED:</b>	



## HOURLY RATE SCHEDULE

Effective January 1, 2011 through December 01, 2011

<u>OFFICE PERSONNEL</u>	<u>HOURLY RATE</u>
Principal - Licensed Engineer	\$175.00
Associate Engineer	\$125.00
Field Inspector	\$125.00
Plan Checker	\$100.00
CAD Operator	\$95.00
Specification Typist	\$65.00

### FIELD PERSONNEL

2 Person Survey Crew or 1 Man robotic *	\$175.00
2 Person Survey Crew or 1 Man Robotic Overtime	\$225.00

\* Public Engineering Services, inc. reserves the right to provide a 1 (one) man robotic Survey crew in lieu of a 2 (two) man Survey crew.

Non-contract survey services with prior authorization by client will be billed at a time and material rate, and will be a minimum of (4) four hours per request.

NOTE: Blueprinting, reproduction, computer plotting, messenger service and other direct expenses will be charged at cost plus 10%. No additional charges for mileage, supplies, or telephone expenses will be included.