

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 5th day of March, 2015, by and between the City of Manhattan Beach, a municipal corporation ("City") and John L. Hunter & Associates, Inc., a California corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain services of Contractor to assist with Clean Bay Restaurants/Fats, Oils, and Grease (CBR/FOG) and NPDES MS4 inspections.

B. Contractor represents that it is qualified and able to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the services described in Exhibit A (the "Services") in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event of any conflict between the provisions of Exhibit A and the provisions in the body of this Agreement, the provisions in the body of this Agreement shall control.

Section 2. Term of Agreement. This Agreement shall be for a term of three years, commencing on March 5, 2015 and ending on March 4, 2018, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule included as part of Exhibit A. Except as otherwise stated in subsection (c) of this section, in no event shall the Contractor be paid more than \$140,385 [\$46,795.00/yr] during the term of this Agreement.

(b) Unless expressly provided for in Exhibit A, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work of up to 20%. Any additional work in excess of this amount requires approval by the City Council.

Section 5. Method of Payment. City shall pay Contractor in accordance with the method and schedule of payment set forth in Exhibit A, attached hereto and incorporated herein.

Unless otherwise specified in Exhibit A, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, John L. Hunter, President, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the Director of Public Works, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance. [Check if Applicable]

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

(3) [x] Workers' compensation insurance as required by the State of California.

(4) [x] A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

(2) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

(5) Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

(6) If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification.

(a) Indemnity for Design Professional Services. Contractor is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, Contractor shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those city agents serving as independent consultants in the role of city officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Contractor or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section (a) herein, Contractor shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Contractor or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the

agreement of the parties. Contractor shall defend Indemnitees in any action or actions file in connection with any such Damages with counsel of City's choice, and shall pay all costs, judgments, and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of that notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work

performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default.

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach Public Works
3621 Bell Avenue
Manhattan Beach, California 90266
Attn: Raul Saenz

If to Contractor: John L. Hunter & Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620
Attn: John L. Hunter

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.


Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR
JOHN L. HUNTER & ASSOCIATES

Mark Danaj
City Manager

By: 
John L. Hunter
Its: President

ATTEST:

Liza Tamura
City Clerk

APPROVED AS TO FORM:

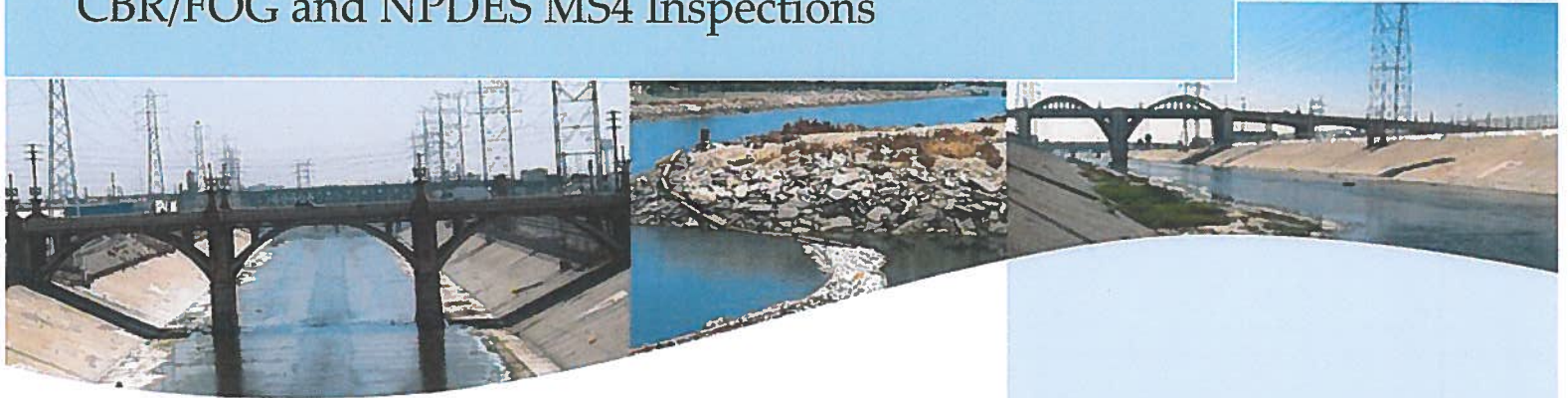
Quinn M. Barrow
City Attorney

EXHIBIT A

SCOPE OF SERVICES

January 7, 2015

Fee Proposal: Professional Services to Assist with
CBR/FOG and NPDES MS4 Inspections



Prepared for:

Raul Saenz
Utilities Manager
City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, California 90266



John L. Hunter
AND ASSOCIATES, INC.

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

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I. FIRM BACKGROUND

John L. Hunter & Associates (JLHA) is an environmental consulting firm that provides a broad scope of services to municipal clients. Formed in 1985, JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs. These programs include stormwater pollution prevention, industrial waste and fats, oils and grease (FOG) control, used oil recycling, beverage container recycling and water conservation.

JLHA takes an integrated, holistic approach to administering programs for our municipal clients. Client services include program management, planning, public outreach, inspections, investigations, enforcement, monitoring, reporting and much more. JLHA provides these services under one roof—which not only reduces the need for outsourcing—but allows us to provide better feedback, design, development, implementation, analysis and monitoring of programs for our clients.

Our staff of scientists, engineers, and public relations professionals has the experience and expertise necessary to provide effective and cost-efficient environmental compliance solutions. Staff credentials include graduates and post graduates in environmental and civil engineering, the natural sciences and public relations as well as certified professionals in stormwater quality, BMP inspection, SWPPP development and implementation, engineering and environmental site assessment.

A. STORMWATER MANAGEMENT

JLHA has considerable experience assisting municipalities with NPDES MS4 (municipal stormwater) Permit compliance programs. Currently JLHA is implementing stormwater program elements for 30 cities in a tri-county area. For 22 cities services include field activities such as site inspections and for 20 cities services include program management. Program management services consists of developing jurisdictional stormwater management program plans, advising and reporting on TMDL and other MS4 Permit requirements, watershed management and client representation with Regional Board members and staff. For several clients, JLHA has provided these services continuously for many years (e.g. Rancho Palos Verdes—1994, Signal Hill—1985, South Gate—1991).

NPDES MS4 Clients

Arcadia
 Artesia
 Bellflower
 Big Bear Lake
 Buena Park
 Covina
 Diamond Bar
 Downey
 Glendale
 Hawaiian Gardens
 Hawthorne
 La Habra
 Lakewood
 Lynwood
 Manhattan Beach
 Monrovia
 Monterey Park
 Norwalk
 Paramount
 Placentia
 Rancho Palos Verdes
 Rolling Hills
 Seal Beach
 Signal Hill
 South Gate
 South Pasadena
 Stanton
 Temple City
 Villa Park
 West Hollywood
 Whittier

B. WATERSHED MANAGEMENT

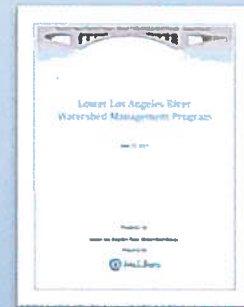
JLHA serves as the lead consultant for three watershed groups: the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group and the Peninsula Cities Watershed Group. JLHA also participates in and provides services to the Los Cerritos Channel Watershed Group. The groups formed in 2013 to develop Watershed Management Programs (WMPs), as allowed by the Los Angeles and Long Beach NPDES MS4 Permits.

In addition to recent experience with WMP development, JLHA has been involved with watershed-based, multi-jurisdictional NPDES MS4 programs for many years. JLHA served as the prime consultant in the development of the Los Angeles Reach 1 Metals TMDL Implementation Plan, which involved the participation of nine agencies. JLHA was also integral in the development of the 2011 Machado Lake Nutrients TMDL Implementation Plan. For the last ten years, JLHA has implemented studies and prepared compliance reports to the Regional Board for several cities under the Los Angeles River Trash TMDL. JLHA also prepared and has implemented elements of the Monitoring and Reporting Program for the Santa Monica Bay Bacteria TMDL for Jurisdiction 7.

In total JLHA provides individual and multi-jurisdictional stormwater management services in the following watersheds:

- Los Angeles River
- San Gabriel River
- Dominguez Channel/LA Harbor
- Santa Monica Bay
- Santa Ana River
- Anaheim Bay/Huntington Harbor

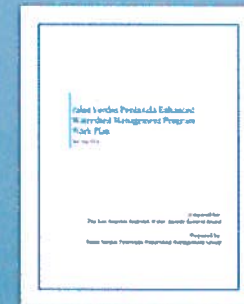
Watershed Management Program (WMP) Development



Lower Los Angeles River WMP



Lower San Gabriel River WMP



Peninsula Cities EWMP Workplan

II. SCOPE OF SERVICES

JLHA is pleased to submit this proposal for professional services to assist with Clean Bay Restaurants/Fats, Oils, Grease (CBR/FOG) and NPDES MS4 inspections to the City of Manhattan Beach. The Scope of Services under this proposal consists of:

- Conducting commercial stormwater inspections following the requirements of Section VI.D.6 of the City's NPDES MS4 Permit issued by the Los Angeles Regional Water Quality Control Board
- Conducting CBR/FOG inspections following the City's internal inspection standards
- Conducting follow-up compliance inspections
- Reporting inspection results
- Corresponding with the City regarding the inspection programs and other related administrative tasks

The CBR/FOG inspections are conducted annually and the remaining commercial stormwater inspections are conducted once every 2.5 years. This proposal covers one round of the annual CBR/FOG inspections and one round of the remaining commercial stormwater inspections, with the option to continue these services for one additional round of inspections. If the City wishes to continue the scope of services for an additional round of inspections, the cost estimate listed in the proposal will remain the same.

A. CBR/FOG CONTROL INSPECTIONS

The City's 155 restaurants will be inspected and evaluated based on the existing Clean Bay Certification Program criteria, which is similar to and constitutes an integral part of the City's existing NPDES and FOG inspection programs. This program requires annual inspections of restaurants and certifications will be issued where appropriate.

In order to receive certification, several areas of the business are evaluated. These areas include: 1) General Housekeeping Practices; 2) Trash/Dumpster Cleanliness and Practices; 3) Equipment and Outdoor Cleaning Procedures; 4) Grease Handling a Spill Disposal; 5) Recycling and Disposal Practices; 6) Landscaping and grounds maintenance; and 7) Education and Training Practices. If no stormwater/FOG violations are observed during the inspections process, then the restaurant can receive its certification. This certification – which includes a window decal distinguishing the facility as a certified Clean Bay Restaurant and recognition in local and national media sources – is distributed by the City.

B. COMMERCIAL STORMWATER INSPECTIONS

The Los Angeles County NPDES MS4 permit requires semi-quinquennial commercial stormwater inspections of automotive centers, nurseries, and industrial facilities, as well as restaurants. The CBR inspections qualify as commercial stormwater inspections under this permit. This leaves 46 additional facilities that require inspections outside of the CBR program.

A description of the general inspection process is included below.

Inspection Summary

Inspections are conducted unannounced, except at facilities where security is an issue. All inspectors wear a photo ID badge (approved by the City) identifying them as an inspector contracted by the City. The inspector meets with the facility owner/manager or responsible employee, conducts a walk-through of the facility, and determines compliance with the City's FOG and stormwater ordinances as well as the CBR program requirements. The inspector offers alternatives and options in a friendly, non-threatening manner to help the business with facilitating compliance.

Educational Materials

Business specific educational materials are hand delivered to each business as a part of the site inspection. These materials are intended for posting at the site as a reinforcement of good BMPs. The City will have the opportunity to approve existing educational materials; onto which the City logo and contact information will be added and then printed/duplicated for the City's use. At the City's request, additional materials may be developed and printed for the City's use.

Enforcement Action Summary

A facility that is found to have minor corrections required (e.g. trash bin lids open) will be re-inspected within one month from the date of the inspection. Facilities with egregious violations and/or instances of repeated noncompliance will be referred to the City for progressive enforcement.

III. RELATED EXPERIENCE AND QUALIFICATIONS

The following is a brief description of the overall history and qualifications of the key staff.

John Hunter, PE – Principal

Mr. Hunter is the President of JLHA, with over 30 years of experience in the environmental compliance fields of NPDES and Industrial Waste/FOG Control. He is a Certified Professional Chemical Engineer and a Registered Environmental Assessor. His relevant experiences include implementing and managing all aspects of NPDES Permit and FOG Control provisions for municipalities. He specializes in providing executive oversight and guidance to clients for these programs, as well as preparing and reviewing environmental plans.

Mr. Hunter holds a B.S. in Chemical Engineering from California State University Long Beach and a B.S. in Biology from University of California Irvine.

Cameron McCullough, CPSWQ, QSD/P – Project Manager

Mr. McCullough is a Programs Manager with JLHA with over ten years of experience in the field of environmental compliance. He is a Certified Professional in Stormwater Quality and a Qualified SWPPP Developer and Practitioner. His relevant experiences include developing municipal stormwater management plans, programs and reports, managing the implementation of these programs, and representing clients in interactions with regulatory agencies.

Mr. McCullough holds an M.S. in Applied Mathematics from California State University Long Beach (CSULB) and a B.S. in Physics from CSULB.

Jose Rodriguez, CESSWI, QSP – Compliance Specialist

Mr. Rodriguez is a Compliance Specialist with JLHA with over seven years of experience in the environmental compliance fields of NPDES and Fats, Oils and Grease (FOG) Control. He is a Certified

Erosion, Sediment and Stormwater Inspector and a Qualified SWPPP Practitioner. His relevant experiences include implementing all aspects of NPDES Permit provisions for municipalities. He specializes in implementing and overseeing the field operation element of these programs, such as facility inspections and investigations.

Table 1 below summarize the key staff's experience with similar projects with its current clients. The specific tasks listed in the tables are explained on the following page.

Explanation of tasks:

- **Program Assistance** – Assess compliance provisions, oversee implementation of program elements, train client staff, serve as client contact and represent client in program audits.
- **Plan Development**– Prepare documents such as TMDL Implementation Plans, Stormwater Quality/Watershed Management Programs and Stormwater Pollution Prevention Plans.
- **Permitting** – Administer environmental permitting programs (such as FOG Control).
- **Plan Review** – Review new development plans to address risks and assess regulatory compliance related to the sanitary and storm drain systems (e.g. SUSMPs and WQMPs).
- **Public Outreach** – Produce and deliver relevant outreach materials to facilities and hold educational events. Develop and implement outreach campaigns to public and private sectors.
- **Site inspections** – Conduct field Best Management Practice (BMP) inspections at industrial, commercial, municipal and construction sites.
- **Investigations and Enforcement** – Investigation potential violations and issue enforcement actions to noncompliant facilities.
- **Reporting** – Prepare Annual Reports for NPDES MS4, Construction, Industrial and Individual Permits.
- **Training** – Conduct program training for municipal staff.
- **Studies** – Conduct studies and prepare subsequent reports such as determining Trash Daily Generation Rates (DGRs) for Trash TMDLs, Watershed Management (WMPs) and Coordinated Integrated Monitoring Programs (CIMPs).

Table 1: Summary of Related Experience with Current Clients

Client	Years of Service	Program Assistance	Plan Development	Plan Review	Public Outreach	Site Inspections	Investigations	Enforcement	Reporting	Training	Studies
Arcadia (NPDES, IW)	19	X	--	X	X	X	X	X	X	--	--
Baldwin Park (IW)	14	X	--	X	--	X	X	X	X	--	--
Big Bear Lake (NPDES, FOG)	10	X	--	--	--	X	X	X	X	X	--
Buena Park (NPDES)	4	--	--	X	--	--	--	--	--	--	--
Covina (NPDES)	6	--	--	X	--	--	--	--	--	--	--
Diamond Bar (NPDES)	7	X	--	X	X	X	--	--	X	X	--
Downey (NPDES)	3	X	X	X	X	X	X	--	X	X	--
Gateway Water Management Authority	2	--	X	--	--	--	--	--	--	--	--
Hawaiian Gardens (NPDES)	2	X	X	X	X	X	X	X	X	X	--
Hawthorne (NPDES)	14	X	X	X	X	X	X	X	X	X	--
La Habra (NPDES)	3	--	--	X	--	--	--	--	--	--	--
Lower LA River Watershed Group (NPDES)	2	--	X	--	--	--	--	--	--	--	--
Lower SG River Watershed Group (NPDES)	2	--	X	--	--	--	--	--	--	--	--
Lynwood (NPDES)	2	X	X	X	X	X	X	X	X	X	--
Manhattan Beach (NPDES, CBR/ FOG)	5	X	--	--	--	X	X	--	--	--	--
Monrovia (NPDES)	10	--	--	--	--	X	--	--	X	--	X
Monterey Park (NPDES)	9	X	X	X	X	X	X	X	X	X	X
Norwalk (NPDES)	4	X	X	X	X	X	X	X	X	X	--
Paramount (NPDES)	1	X	X	X	X	X	X	X	X	X	--
Peninsula Cities EWMP Group (NPDES)	2	--	X	--	--	--	--	--	--	--	--
Placentia (NPDES)	1	--	--	--	--	X	--	--	--	--	--
Rancho Palos Verdes (NPDES & CBR)	20	X	X	X	X	X	X	X	X	X	--
Rolling Hills (NPDES)	6	--	--	--	--	--	--	--	X	--	X
Seal Beach (NPDES)	9	X	X	X	X	X	X	X	X	X	--
Signal Hill (NPDES, IW)	29	X	X	X	X	X	X	X	X	X	X
South El Monte (IW)	13	X	--	X	--	X	X	X	X	--	--
South Gate (NPDES, IW)	23	X	X	X	X	X	X	X	X	X	X
South Pasadena (NPDES, FOG)	9	X	--	--	X	X	X	X	X	X	X
Stanton (NPDES, FOG)	7	X	X	X	X	X	X	X	X	X	--
Temple City (NPDES)	11	X	X	X	X	X	X	X	X	X	X
Villa Park (NPDES)	1	X	X	X	X	X	X	--	X	X	--
West Hollywood (NPDES)	19	X	--	X	--	X	X	X	X	X	--
Whittier (NPDES)	1	X	X	X	--	--	--	--	X	--	--

IV. ESTIMATED COSTS

The following table itemizes the estimated annual costs for this project.

Task	Hours	Rate	Cost
Combined inspections CBR and FOG			
Inspect 155 Restaurants Combined CBR/FOG	155	\$150	\$23,250
Follow-up Activities	50	\$95	\$4,750
	5	\$125	\$625
Update database with field reports	50	\$95	\$4,750
CBR Program Administration			
Senior Staff Engineer	8	\$165	\$1,320
Environmental Compliance Manager	10	\$125	\$1,250
Environmental Compliance Specialist	20	\$95	\$1,900
Subtotal			\$37,845
Industrial/Commercial Facilities Program			
Inspect 46 commercial facilities (outside of the CBR program)	46	\$125	\$5,750
Follow-up Activities	10	\$95	\$950
Update database with field reports	15	\$95	\$1,425
Administration - Senior Staff Engineer	5	\$165	\$825
Subtotal			\$8,950
Total Estimated Cost			\$46,795

The NPDES program is an evolving process, and due to the uncertainties inherent with a program of this nature, such as the number of plans that will be submitted for review, and the number of illicit discharges that will occur, this program will be on a time and materials basis, with the cost not to exceed the above amount without prior City authorization.

V. STANDARD RATE SCHEDULE

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$125/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2015

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

VI. COMPANY INFORMATION

California Corporation

John L. Hunter & Associates, Inc. is a California registered corporation established in 1985. John Hunter is the Owner and President who oversees the firm.

Address

John L. Hunter
 President
 John L. Hunter & Associates, Inc.
 6131 Orangethorpe Avenue, suite 350
 Buena Park, California 90620
 (562) 802-7880 Ext 25.

Insurance

JLHA continues to maintain the same level of insurance as in the previous agreement with the City. These levels are:

- Automobile Liability, including owned, non-owned, and hired vehicles, with \$1,000,000 per occurrence.
- General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
- Errors and Omissions coverage with limits of \$2,000,000 per occurrence.
- Workers' Compensation insurance as required by the Labor Code of the State of California.

JLHA has an additional \$1,000,000 umbrella policy in addition to the above limits (see certificate of liability insurance on the following page).

VII. REFERENCES

Name and Title	City	Contact	Project
Steve Myrter Director of Public Works	Signal Hill	2175 Cherry Ave Signal Hill, CA 90755 562-989-7356 smyrter@cityofsignalhill.org	Continuous client since 1985. JLHA has administered a variety of environmental programs, including, NPDES Stormwater, Industrial Waste (FOG) and Used Oil Recycling Programs.
Arturo Cervantes Director of Public Works City Engineer	South Gate	8650 California Ave South Gate, CA 90280 323-563-9512 acervantes@sogate.org	Continuous client since 1992. JLHA has administered the entire NPDES MS4 Compliance & FOG (Industrial Waste) Control Programs.
Andy Winje Civil Engineer	Rancho Palos Verdes	30940 Hawthorne Blvd RPV, CA 90275 310-544-5249 andyw@rpv.com	NPDES MS4 Compliance, Clean Bay Restaurants

VIII. RESUMES

Resumes of key staff are on the following pages.

Cameron McCullough, CPSWQ, QSD

Environmental Compliance Manager

Education

M.S., Applied Mathematics
California State University Long Beach

B.S., Physics
California State University Long Beach

Certifications

Certified Professional in Stormwater Quality
Envirocert (#0842)

Qualified SWPPP Developer/Practitioner
CASQA (#22706)

Affiliations

Phi Beta Kappa Society
Society for Industrial and Applied Math

Mr. McCullough has over ten years of experience in environmental management, specializing in stormwater and watershed management, fats, oils and grease control, and Phase I/II site assessment. His experiences include developing environmental management plans, programs and assessments, managing the implementation of these programs, training staff, and representing clients in interactions with regulatory agencies.

Project Experience

Watershed Management: Mr. McCullough developed elements of the Watershed Management Programs for the Lower Los Angeles River, Lower San Gabriel River and Los Cerritos Channel Watershed Management Committees. Tasks included preparation of the historical and hydrological setting, evaluation of existing pollution control measures, and development of targeted control measures to address water quality priorities.

He is also assisting in the development of an Enhanced Watershed Management Program for the Peninsula Watershed Management Group. Tasks include evaluation of existing pollution control measures and development of targeted control measures to address water quality priorities.

NPDES/Stormwater Program Management:

- Manages NPDES Programs for municipal clients in LA, Orange and San Bernardino Counties.
Clients include Downey, Norwalk, Signal Hill, Stanton, and Seal Beach. Program elements include industrial/commercial facility inspections, illicit discharge detection and elimination, construction activity, municipal activities and non-stormwater discharge prohibition.
- Develops jurisdictional Stormwater Management Programs (SWMPs) for individual municipalities.
- Develops Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities.
Clients include Downey, Norwalk, Lynwood and Pico Rivera.
- Represents cities in State compliance inspections/audits (NPDES and FOG). Performs self-audits.
Five audits total for the cities of Seal Beach (2006, 2010), Stanton (2010, 2014) and Big Bear Lake (2007).
- Manages Trash TMDL DGR studies.
- Prepares NPDES annual reports.
- Prepares and presents NPDES training to municipal staff.
- Represents municipal clients at inter-jurisdictional NPDES Program meetings.
- Design electronic database management systems to meet State reporting requirements.

Field Experience:

- Has inspected and investigated thousands of sites for NPDES/FOG/Industrial Waste compliance.
- Monitors pollutant loading for municipalities under Trash TMDLs.
- Collects and analyze stormwater, wastewater and soil samples.

John L. Hunter, PE

Principal

Areas of Expertise

NPDES Permits:	Implementing and managing compliance programs.
TMDLs:	Preparing and managing Implementation/Monitoring Plans.
FOG Control:	Implementing and managing compliance programs.

Overview

Mr. Hunter has 30 years of experience in municipal environmental programs and currently oversees: (1) a 17 city NPDES program encompassing three counties that covers programs such as: watershed management, TMDL implementation, site inspections, stormwater management plan reviews, construction inspections, public agency activities, illegal discharge investigations and public outreach; (2) a 9 city FOG program encompassing permitting, inspections and enforcement, (3) a 6 city Used Oil Recycling program and (4) a 3 city Beverage Container Recycling program. He has also administered "right-to-know" hazardous materials programs for local fire departments and has substantial experience in underground tanks removals and mitigation of subsurface soils contamination.

Education

Bachelor of Science - Chemical Engineering
California State University, Long Beach

Bachelor of Science - Biological Sciences
University of California, Irvine

Certifications and Licenses

CA Professional Chemical Engineer	CH 4724
CA Registered Environmental Assessor	REA-0900
CA Hazardous Substance Removal	A3382
CA General Engineering Contractor License	A-582340

NPDES Experience and Skills

- TMDLs:**
- Los Angeles River Trash TMDL – Obtained \$0.78 million in grant funding for the Hamilton Bowl BMP Study. The intent of the study was to evaluate different end-of-pipe trash capture systems for City of Signal Hill and Long Beach.
 - Los Angeles River Metals TMDL – \$200,000 contract with Gateway Cities Council of Governments for preparation of Reach 1 Implementation Plan on behalf of 9 local agencies.
 - Dominguez Channel Bacteria Study – Conducted regional Board directed bacteria study to investigate elevated bacteria levels found in the Dominguez Channel by the Regional Board (City of Hawthorne).
 - Regional Board Audit of MS4 municipal permit program – City of Big Bear Lake
- NPDES:**
- Oversees a 20 city NPDES program encompassing site inspections, stormwater management plan reviews, construction inspections, public agency activities, illegal discharge investigations and public outreach.
 - Has chaired the following committees:
 - Los Angeles River Watershed Management Committee (Current Chair)
 - Santa Monica Bay Bacterial TMDL Subcommittee – J 7 (Current Chair)
 - Dominguez Channel Bacterial TMDL Subcommittee
 - Also participates in
 - LA Permit Group/Executive Advisory Committee
 - Trash/metals TMDL Subcommittees

Jose Rodriguez, CESSWI, QSP

Field Operations Supervisor

Areas of Expertise

Implementing NPDES and FOG Control inspection programs for public agencies.

Overview

Mr. Rodriguez has worked with John L. Hunter & Associates in the environmental compliance fields of NPDES, FOG and Industrial Waste for over six years. His relevant experiences and tasks include implementing NPDES municipal permit provisions such as industrial/commercial inspections, illicit discharge detection and elimination, construction inspections, public education, public agency inspections, TMDL compliance, municipal staff training and completing annual reports. In total, Mr. Rodriguez has conducted several thousand inspections for agencies such as Compton, South Gate, Hawthorne, South El Monte, Arcadia and the Orange County Sanitation District.

Education

Bachelor of Science – Biology

University of California, Irvine

Certifications and Training

- | | |
|------------------------------------------------------------------|------------------------|
| ▪ CESSWI #2830 (Certified Erosion Sediment Stormwater Inspector) | Issued by CESSWI, Inc. |
| ▪ QSP #22917 (Qualified SWPPP Practitioner) | CASQA |
| ▪ Basic Environmental Inspector Academy | Cal/EPA |
| ▪ SSO-WDR Compliance Training | CWEA |
| ▪ BMP Performance Training | US EPA |
| ▪ Pretreatment, Pollution Prevention, Stormwater Training | CWEA |
| ▪ 40 Hour HAZWOPER pursuant to Title 29 of CFR section 1910.120 | |
| ▪ Fluency in Spanish | |

Project Specific Experience

- Inspect the following for compliance with state and local environmental regulations:
 - NPDES Critical Sources sites (e.g. restaurants, auto shops and manufacturing facilities).
 - State permitted industrial and construction sites (IGPs/CGPs).
 - Municipal facilities (e.g. corporate yards and transfer stations).
 - New Developments for BMP installation and maintenance verification (SUSMP sites).
 - Industrial Waste and FOG pretreatment devices at permitted facilities.
- Conduct environmental investigations and impose enforcement actions.
- Prepare Municipal and General Industrial NPDES Annual Reports.
- Conduct stormwater and wastewater sampling.
- Supervise and participate in NPDES Public Outreach events.
- Conduct Trash TMDL DGR studies.
- Review and submit HAZMAT Business Plans and inspect facilities for compliance.