



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Public Works

MEETING DATE: December 02, 2014

PREPARED BY: Carl E. Hassel, P.E., Director

AGENDA LOCATION: AR -2

TITLE: Amendment No. 11 to the Agreement with John L. Hunter and Associates, Inc., for NPDES (National Pollutant Discharge Eliminations System) Industrial/Commercial Storm Water Inspections in the Amount of \$21,000.00

OBJECTIVE: To approve an amendment to the Agreement with John L. Hunter and Associates, Inc., to provide for NPDES Industrial/Commercial Storm Water Inspections

BACKGROUND: The Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) Permit for the County of Los Angeles (CAS004001, Order No. R4-2012-0175) adopted on November 8, 2012, requires permittees to implement an Industrial/Commercial Facilities Control Program (Inspection Program) and to inspect industrial and commercial sites within the City twice during the five-year term of the order, provided that the first mandatory compliance inspection occurs no later than two years after the effective date of the order with a minimum interval of six months between the first and second mandatory compliance inspections. The intent of the inspection program is to educate on pollutant reduction and control measures to prevent pollutant discharges into the storm drain system, inspect businesses, track program effectiveness, and ensure compliance with the municipal ordinance at industrial and commercial facilities that are a critical source of pollutants in storm water.

Since 2003, the City has utilized the services of John L. Hunter and Associates, Inc. (JLHA), to provide NPDES consulting services as well as to conduct the City's Industrial/Commercial Facilities Inspection Program. The current extension of contract between the City and JLHA approved by the City Council on December 17, 2013 (Amendment No. 10), is set to expire on December 31, 2014.

ANALYSIS: In order to comply with the requirements of MS4 NPDES Permit, it will be necessary to complete the first round of inspections this year. It was initially thought that existing City staff could coordinate certain components of the Inspection Program, however, as the inspection process unfolded, it was determined that additional contract services from JLHA would be necessary to complete the required work. Therefore, based on the expanded scope of work, additional funding in an amount not to exceed \$21,000.00 is required.

ENVIRONMENTAL IMPACT: The proposed contract amendment/extension will provide services to fulfill the Industrial/Commercial Storm Water Inspections mandated in the City's NPDES permit.

FISCAL IMPACT: Additional funding is available through the stormdrain maintenance fund account.

OPTIONS: The following options are presented for consideration:

1. Approve the amendment to the agreement with John L. Hunter and Associates, Inc., for NPDES Industrial/Commercial Storm Water Inspections.

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2. Allow the contract to expire and direct Staff to develop alternatives to meet the NPDES inspection requirements, TMDL monitoring and reporting requirements, and technical consulting services.

RECOMMENDATION: Staff recommends Option 1; approve the amendment to the agreement with John L. Hunter and Associates, Inc., for NPDES Industrial/Commercial Storm Water Inspections.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to approve the amendment to the agreement with John L. Hunter and Associates, Inc., in the amount of \$21,000.00, and authorize the City Manager to execute the agreement.

**AMENDMENT NO. 11 TO CONTRACT BETWEEN CITY OF MONROVIA AND
JOHN L. HUNTER & ASSOCIATES, INC.**

This Contract is entered into this 2nd day of December, 2014, by and between the City of Monrovia, a municipal corporation ("CITY") and John L. Hunter & Associates Inc., a California Corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into the initial contract dated November 5, 2003, wherein Consultant agreed to provide professional services for NPDES Inspection Services ("Contract"); and

WHEREAS, CONSULTANT performed NPDES Inspection Services pursuant to the Contract and CITY compensated CONSULTANT for the performance of said services; and

WHEREAS, the Contract was amended on December 17, 2013 ("Amendment No. 10"), to revise the contract amount not to exceed \$52,305.00 for the period January 1, 2014, through December 31, 2014;

WHEREAS, the parties desire to amend the contract to modify the compensation for the current contract period;

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

Section 1. The contract compensation for the period is hereby revised by an increase of \$21,000.00, for a total amount not to exceed \$72,305.00 for commercial and industrial inspections for the period ending December 31, 2014.

Section 2. Except as modified or changes herein, all other provisions and terms of the Contract shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Contract on the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF MONROVIA

CONSULTANT

By:

Oliver Chi,
City Manager

John L. Hunter,
President

ATTEST:

By:

Alice D. Atkins, CMC,
City Clerk

Name:
Title:

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

Exhibit A
Fee Schedule

Principal/Staff Engineer	\$145/hr
Environmental Compliance Manager/ Environmental Project Engineer	\$125/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/Public Outreach Assistant	\$65/hr
Inspection – Auto facilities	\$105/inspection
Inspection – Industrial/Commercial facilities	\$125/inspection
IGP (Industrial General Permit) Facilities*	\$250/inspection
<i>*Will need to be adjusted for large or atypically complex sites</i>	
Inspection – Restaurant	\$85/inspection
State Certified Laboratory Analysis	Cost + 5%
Subcontracted equipment	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr

Prices effective as of January 1, 2013

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