

TO: James L. App, City Manager
FROM: Doug Monn, Public Works Director
SUBJECT: Storm Water Management
DATE: June 17, 2008

NEEDS: For the City Council to consider awarding a contract to the Wallace Group to assist staff with implementation of its Year 3 Storm Water Management Plan.

FACTS:

1. In 1972, the Federal Water Pollution Control Act, also referred to as the Clean Water Act (CWA), was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit.
2. In 1987, amendments to the CWA established a framework for regulating storm water discharges under the NPDES Program.
3. On December 8, 1999, EPA required municipalities with a population of 25,000 or more to prepare and submit a Storm Water Management Plan (SWMP) to the Regional Board for their review and approval.
4. The Regional Board approved the City's four year plan on January 6, 2005.
5. The City has submitted two annual reports and is now gearing up for Year 3 implementation.
6. For Year 3, the City is required to prepare a Low Impact Development (LID) Design Manual and to revise the Grading Ordinance. In addition, staff will need assistance in submitting the Year 3 Annual Report to the Regional Board.

ANALYSIS & CONCLUSION: Wallace Group has submitted the attached Scope of Work with a not-to-exceed fee of \$12,800 to prepare the items noted above.

POLICY REFERENCE: Clean Water Act
1999 US EPA Storm Water Rules & Regulations

FISCAL IMPACT: A budget of \$60,000 has been adopted for FY 2008/09 for Storm Water management under Budget No. 100.310.5224.179.

OPTIONS:

- a. Authorize the City Manager to engage the services of the Wallace Group to prepare Year 3 tasks of the City's Storm Water Management Plan per the attached Scope of Work, for a not-to-exceed fee of \$12,800.
- b. Amend, modify, or reject the above option.

Prepared by:
Ditas Esperanza, P.E., Capital Projects Engineer

Attachments (1)
1) Scope of Work

April 21, 2008

Patti Gwathmey
City of Paso Robles
1000 Spring Street
Paso Robles, California 93446

Subject: City of Paso Robles NPDES Support

Dear Ms. Gwathmey:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

The City of Paso Robles is seeking support services to assist the City in meeting their National Pollutant Discharge Elimination System (NPDES) General Permit Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems year 3 measurable goal requirements.

SCOPE OF SERVICES

Task 1 LID Design Manual Revisions

We will review the documents listed in Task 1 to identify any barriers or conflicts with the incorporation of Low Impact Development practices and policies and with the guidance specified in the SLO County LID Design Manual.

Upon completion of the manual and review of city LID barriers and opportunities, we will also meet with City personnel and discuss appropriate content for a Paso Robles specific element to the SLO County LID Design Manual. The Paso Specific element will need to provide a list of resources, concerns, thresholds and incentives unique to the City of Paso Robles and will need to address such issues as:

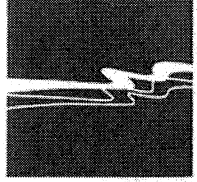
- Minimum water quality / impervious area / recharge rate thresholds
- Methods of determining compliance
- Maintenance and tracking alternatives
- Incentive program alternatives
- Determining which LID standards should / must be mandatory
- Appropriate set backs, ROW rules, turning radii, road widths, parking ratios, disconnect credits, preparer and reviewer certifications, methods of determining compliance, etc
- Preference in regional sizing model approaches
- Acceptable testing methods, material specifications, enforcement mechanisms, incentive and funding options, etc

Task 1 Deliverables

We will provide a memorandum summarizing the City's opportunities to incorporate LID into projects and identifying barriers and conflicts with the SLO County LID Design Manual, attend two meetings with City staff prior to providing a Microsoft Word document of the Paso Specific element to the City for review. We will incorporate city red-line comments into a final version.

Task 2 Grading Ordinance Revision

We will review the existing grading ordinance for consistency with the NPDES general permit and the SLO County LID design manual and recommend edits.



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Task 2 Deliverables

We will provide a Microsoft Word redlined version of the grading ordinance with a description of the basis for the edit provided for each of the recommended edits. We will incorporate city red-line comments into a final version.

Task 3 Annual Report

We will assist in the preparation of the Annual Report in the format requested by the RWQCB, in accordance with the Annual Report Guidance Document and consistent with CASQA Effective Assessment Guide and EPA's Urban BMP Performance Tool.

Task 3 Deliverables

We will provide a completed template appropriate for City editing of the Year 3 Annual report. The template will have the items requiring City input identified in bolded red lettering but will have draft verbiage appropriate for the section included in the RWQCB format. Using BMP PP-5 "City Employee Training" as an example, the report text would read: Conducted City Employee Training on dd/mm/yy. The training was attended by ## City employees, representing the following departments: department, department, and covered Construction Site Storm Water Control, Post-Construction Storm Water management and Good Housekeeping minimum control measures. Pre and post class tests were conducted. Post-class test results indicate a ##% improvement in understanding of the topics tested. A sample of the actual test given is provided in appendix A.

Task 4 General NPDES Support

We will provide general support services on an as-requested basis. Typical services include review of new ordinances not included in the tasks above (i.e. post-construction, illicit discharge and detection), participation at public or staff meetings, representation of the City at CASQA related conference calls, events, etc.

TO BE PROVIDED BY THE CLIENT

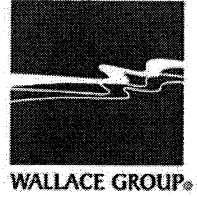
- Electronic copies of all applicable standards, guidelines and ordinances
- Personnel and conference room scheduling for all Team Meetings.
- Access to staff involved with processes to be evaluated and authority to make decisions.
- Timely review of draft presentations and technical memorandums.

PROJECT FEES

Task	Description	NTE amount
1	LID Design Manual Revisions	\$4,700
2	Grading Ordinance Revision	\$1,800
3	Annual Report	\$6,300
4	General NPDES support	T&M

Wallace Group will perform the services denoted in Task 1-3 of the proposed Scope of Services in accordance with the attached Schedule of Fees (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$12,800 without receiving written authorization from the Client.

City of Paso Robles
P008-3245a
April 21, 2008
Page 3



Wallace Group will perform the services denoted in Task 4 of the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that over the next 6 months, our fees will be \$2,000 to \$5,000. These services will be invoiced monthly on an accrued basis in accordance with the attached Schedule of Fees (Exhibit A). Reimbursables will be invoiced as an additional cost and are not included in the time and materials estimated fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

In order to ensure a clear understanding of all matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

Peter A. Miller, PE, 62096
Director of Civil Engineering

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

Attachments
tag: P008-3245a, 71, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

"Exhibit A"
Schedule of Fees
Personnel Hourly Compensation

Engineering Services:

Principal.....	\$160
Principal Engineer	\$150
Director of Civil Engineering	\$140
Director of Mechanical Engineering.....	\$140
Director of Water Resources.....	\$140
Wetlands Specialist.....	\$145
Senior Civil Engineer I - II.....	\$130 - \$135
Senior Mechanical Engineer I - II.....	\$130 - \$135
Civil Engineer I - III	\$110 - \$120
Senior Civil Designer I - II.....	\$120 - \$125
Engineering Associate I - V.....	\$ 90 - \$115
Project Analyst I - III	\$ 75 - \$110
Engineering Assistant I - III.....	\$ 60 - \$ 75
Administrative Assistant I - III.....	\$ 58 - \$ 63

Direct Expenses:

Reimbursement of direct expenses incurred in connection with the project scope of work will be invoiced to the client. A handling charge of 15% may be added to the direct expenses listed below. Direct expenses include, but are not limited to the following:

- travel expenses (automobile/ lodging/ meals)
- professional subconsultants
- county/city fees
- document copies
- long distance telephone/fax
- postage/delivery service
- special materials
- blueprints
- photographs

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month (18% per annum) will be assessed on all balances that are thirty days past due.

Fee Revisions:

Wallace Group reserves the right to revise our Schedule of Fees on a semi-annual basis, and also to adjust hourly prevailing wage rates (up or down) as the State establishes rate changes. As authorized in advance by the client, overtime on a project will be billed at 1.3 times the normal employee's hourly rate.

Personnel Classifications:

Wallace Group may find it necessary to occasionally add new personnel classifications to our Schedule of Fees.

Mileage:

Wallace Group charges \$0.50 per mile.