DATE: May 2, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Agreement with John L. Hunter and Associates for As-Needed Professional Services for NPDES Compliance 2023

RECOMMENDATION:
It is recommended that the Mayor and Council Members award and approve a three (3)-year agreement with John L. Hunter and Associates, Inc. (JLHA), in an annual amount not to exceed $99,840 (total not to exceed $299,520), for As-needed Professional Services for NPDES Compliance 2023, per RFP-0193. (Measure W Fund and Sewer Fund)

BACKGROUND:
The Los Angeles Regional Water Quality Control Board (RWQCB) is the regulatory authority for the Municipal Separate Storm Sewer System (MS4) permits and National Pollutant Discharge and Elimination System (NPDES) compliance. In the Los Angeles County MS4 System, the City of Inglewood, along with 84 other cities, is a co-permittee of Order No. R4-2021-0105 and NPDES Permit No. CAS004004. The MS4 System collects, conveys, and discharges Stormwater into the ocean. The current NPDES Permit was adopted and issued on July 23, 2021, and contains many increased requirements. John L. Hunter and Associates, Inc. (JLHA) will work directly with City staff to assist with various permits on an as-needed basis.

The NPDES MS4 Permit requires co-permitees to develop and implement a program that prohibits non-Stormwater discharges from the City and implements control measures to reduce the discharge of pollutants to the maximum extent practical. The NPDES MS4 Permit is very complex and contains several program requirements. Some requirements that need to be implemented are a public education and outreach program, industrial and commercial inspection program, Low Impact Development planning program, implementation of a watershed management program, and monitoring of City outfalls and receiving waters.

The existing 3-year contract services for NPDES compliance expired on April 21, 2023.

DISCUSSION:
The City plans to use the services of a qualified consultant experienced in Stormwater management. The scope of services includes but is not limited to the following:
1. General Program Assistance;
2. Industrial and Commercial Facility Inspections;
3. Review the Current NPDES Program;
4. NPDES Ordinance and Fee Structure review;
5. Prepare grant documents;
6. Public outreach and participation;
7. Planning and Land Development Program; and
8. Miscellaneous Services requested by the City for Measure W Municipality Fund.

On January 12, 2023, the Purchasing Division posted a Request for Proposal (RFP-0193) on PlanetBids.com. The RFP was also emailed to Bid America, Reed Construction Data, Dodge Sheets, and McGraw-Hill Construction for circulation.

On January 19, 2023, the Purchasing Division and Public Works staff conducted a pre-proposal meeting that was attended by eleven (11) prospective consultants from eight (8) companies. On February 22, 2023, the Purchasing Division received three (3) proposals from the following Consultants:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>John L. Hunter Associates, Inc.</td>
<td>Buena Park, CA 90620</td>
</tr>
<tr>
<td>EEC Environmental</td>
<td>Orange, CA 92868</td>
</tr>
<tr>
<td>Willdan Group</td>
<td>Anaheim, CA 92806</td>
</tr>
</tbody>
</table>

On March 16, 2023, a meeting was conducted to evaluate these proposals based on each firm’s experience, project understanding, past relevant projects, response to the scope of services, depth of resources, familiarity with the City, and proposed fee. The proposal from JLHA was selected and Public Works staff has verified JLHA’s licenses.

FINANCIAL/FUNDING ISSUES AND SOURCES:
The proposed agreement is for three years in an annual amount not to exceed $99,840. An estimated amount of $19,000 is required for the remaining five months, through the end of Fiscal Year 2022-2023.

Sufficient funds are available in the Fiscal Year 2022-2023 Budget under the following account code numbers:

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>090.060.6027.44860</td>
<td>(Sewer Fund - Public Works – Environmental Compliance (NPDES) - Contract Services – Public Works)</td>
</tr>
</tbody>
</table>
Upon approval of the proposed agreement, staff requests issuance of the following purchase order:

**Purchase Order for As-Needed Professional Services**

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>090.060.6027.44860</td>
<td>Sewer Fund - Public Works – Environmental Compliance (NPDES) - Contract Services – Public Works</td>
<td>$ 6,266.31</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$19,280.06</strong></td>
</tr>
</tbody>
</table>

Since this is a 3-year contract, adequate funds for the proposed agreement will be requested for subsequent fiscal years (Fiscal Years 2023-2024, 2024-2025, and 2025-2026) under the account code numbers listed above.

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Agreement

**PREPARED BY:**
Thomas C. Lee, P.E., Principal Engineer-Water Resources
Rae Aldridge, Management Assistant to the Director

**COUNCIL PRESENTER:**
Louis A. Atwell, P.E., Assistant City Manager/PW Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL:
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:
Artie Fields, City Manager
ATTACHMENT NO. 1

Agreement
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this __________ day of __________, 2023, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and JOHN L. HUNTER & ASSOCIATES, Inc., (the "Consultant") a California corporation with a corporate number of C1285974, and local business address of 6131 Orangethorpe Avenue, Suite 300, Buena Park, California 90620.

RECITALS

WHEREAS, the City is in need of a professional to provide as-needed professional services for National Pollutant Discharge Elimination System compliance (the “Project”); and

WHEREAS, on January 12, 2023, the Purchasing Division posted a Request for Proposal (RFP-0193) to provide the City with as-needed National Pollutant Discharge Elimination System compliance services; and

WHEREAS, on January 19, 2023, the City’s Purchasing Division and Public Works staff conducted a pre-proposal meeting that was attended by eleven (11) prospective consultants from eight (8) companies; and

WHEREAS, on February 22, 2023, three (3) proposals were received and evaluated; and

WHEREAS, the City determined the Consultant to be the best qualified; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting services as the City requires.

NOW, THEREFORE, the City and the Consultant (hereinafter collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Provide as-needed Project services (hereinafter referred to as a “Task Order”), in accordance with Exhibit “A,” City’s Request for Proposal, RFP 0193; and Exhibit “B,” Consultant’s proposal. All Exhibits are incorporated herein by this reference as if
set forth in full.

a. In the event of a conflict, ambiguity, or inconsistency in this Agreement, the order of precedent shall be:

i. Task Orders, contract amendments (whichever is later) shall prevail over and shall be incorporated into this Agreement;

ii. This Agreement shall prevail over Exhibit “B,”

iii. Exhibit “B,” shall prevail over Exhibit “A.”

2. Provide all labor, office space, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

3. Agree that the Parties each reserves and retains the right to negotiate the scope of work, price, and term of any specific Task request. However, the Parties also agree that the various proposed hourly rates shall be consistent with Article 4, Compensation, of this Agreement.

4. Respond within five (5) working days, from receipt of the City’s Task request, with a proposed price, schedule and technical proposal to perform the requested services. This proposal will be open to negotiations as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Task Order will be released and the Consultant shall begin performance of the work (provided for under the executed Task Order), upon receipt of a Notice to Proceed (“NTP”).

5. Agree that each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.
6. Complete all Tasks in professional manner and in accordance with standard industry practices.

7. Ensure that all personnel engaged by the Consultant to perform the services contemplated by this Agreement shall be properly licensed.

8. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

9. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

**ARTICLE 2 – CITY’S DUTIES**

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

**ARTICLE 3 – TERM**

The Term of this Agreement is for three (3) years from the execution date and year first written above.

**ARTICLE 4 – COMPENSATION**

1. The Consultant shall be paid, pursuant to Exhibit “B,” a not-to-exceed amount of Ninety-Nine Thousand Eight Hundred and Forty Dollars ($99,840), per contract year for work faithfully performed for a total not-to-exceed amount of Two Hundred Ninety-Nine Thousand, Five Hundred and Twenty Dollars ($299,520) for work faithfully performed.

2. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the
Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

4. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant's invoices.

5. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. project code number and title;
   e. description of services billed under this invoice;
   f. position title and hours worked;
   g. total amount for invoiced services;
   h. total amount billed to date;
   i. total amount remaining on the Agreement, and total Agreement amount.

6. The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.
ARTICLE 5 – CITY SUPERINTENDENT

All work of the services contemplated by this Agreement will be supervised on behalf of the City by Thomas Lee, (the “Superintendent”). The Superintendent shall have the authority to give such general directions and exercise such control as may be necessary to ensure the optimal performance of the Services contemplated by this Agreement.

ARTICLE 6 – KEY PERSONNEL

Consultant may not replace key staff, set forth in Consultant's proposal, unless their employment is terminated or their replacement is agreed to in advance by the City in writing. The City must approve replacement staff before the replacement staff is assigned to perform services under this Agreement. City reserves the right to request that Consultant replace a staff person assigned to perform services under this Agreement in the event the City, in its sole discretion, determines such a replacement is necessary. Replacement staff in every case is subject to City approval before their assignment to perform services under this Agreement.

Consultant's key staff for the Project shall be:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cameron McCullough</td>
<td>Vice-President</td>
</tr>
<tr>
<td>Michelle Staffield, P.E.</td>
<td>Water Resources Engineer</td>
</tr>
</tbody>
</table>

ARTICLE 7 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

///
ARTICLE 8 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
John L Hunter, Principal
John L. Hunter and Associates, Inc.
6131 Orangethorpe
Suite 300
Buena Park, California 90620

WITH COPY TO:
Public Works Director,
One Manchester Boulevard
California 90301-1750

AGENT FOR SERVICE OF PROCESS
John L Hunter
6131 Orangethorpe, Suite 300
Buena Park, California 90620

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation. Notwithstanding any contrary language in this Agreement, changes, modifications, updates or amendments to any name, title or address in this Article shall not require the City Council action.

ARTICLE 9 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, 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 the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

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

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

The 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.

ARTICLE 10 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 11 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 12 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting
principles and shall be sufficiently complete and detailed so as to permit an accurate
evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all
such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

ARTICLE 13 – OWNERSHIP OF DOCUMENTS

Ownership of Documents. “Documents” as used in this paragraph means original
studies, surveys, reports, data, substantive notes, and other evidence used in preparation of
the Report, whether existing as electronic files or in hard copy. “Documents” does not refer to
informal communications such as emails and staff notes, whether those communications are
internal to the Consultant’s staff or between the Consultant and any subconsultants. All
documents prepared, developed, or discovered by the Consultant in the course of providing
any services pursuant to this Agreement shall remain the sole property of the City and may not
be used, reused, or otherwise disposed of without the permission of the City. Upon
completion, expiration, or termination of this Agreement, the Consultant shall give the City all
such documents within ten (10) days of delivery of the termination notice, completion or
expiration of this Agreement, at no cost to the City. In the event the City requires or desired
other information in the control of the Consultant that is not a document as described above
(such as informal communications, staff notes, and other correspondence), the Consultant
shall provide any requested information to the City within thirty (30) days. The City
acknowledges that its alteration of documents without the consent of the Consultant, or use
of the documents for any purpose other than the Scope of Work contemplated by this
Agreement, is at the City’s own risk and without liability to the Consultant.

ARTICLE 14 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 15 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 16 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 17 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.
ARTICLE 18 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 19 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 20 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 21 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los
Angeles.

ARTICLE 22 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and
interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be
construed against any party on the basis that the particular party is the drafter of any part of
this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has
signed and delivered at least one such counterpart, each counterpart shall be deemed an
original and, when taken together with the other signed counterparts, shall constitute one
Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of
convenience and for reference, and in no way define, limit, extend, or describe the scope of
this Agreement or any provision hereof.

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///
/// 
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

JOHN L. HUNTER AND ASSOCIATES, INC.

______________________________
Cameron McCullough,
Vice-President

______________________________
Jillian Brickey,
Secretary

ATTEST:

______________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney
EXHIBIT “A”

Original Request for Proposal
RFP-0193
The City of Inglewood

Request for Proposal (RFP) for
As-Needed Professional Services for NPDES Compliance 2023

Solicitation Number: RFP-0193

Solicitation Issue Date: January 12, 2023

Pre-Proposal Conference: January 19, 2023, at 10:00 a.m. and Zoom: https://us05web.zoom.us/j/81404129885?pwd=eHJEVFJoMnRCAEV3WEw4VGVPays5dz09

Questions and Comments Due: February 15, 2023, at 12:00 p.m.

Proposal Due Date and Time (Closing Date): February 22, 2023, at 12:00 p.m. at the Purchasing and Contract Services Division 8th Floor

Contract Terms: Three (3) years from the effective date, with Six (6) month extension as defined in the City’s General Provisions.

Submissions: The proposer is required to provide one (1) original, (3) copies and (1) electronic copy (e.g., USB drive)

City Contact: Rocio Nunez, Procurement and Contracts Coordinator, rnunez@cityofinglewood.org (310) 412-5266

The completed and signed RFP signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.
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RFP-0193 As-Needed Professional Services for NPDES Compliance 2023  2
Invitation to Submit Proposals for RFP-0193

The City of Inglewood invites and will receive proposals duly filed herein for qualified “As Needed Professional Services for NPDES Compliance 2023,” as specified in this document.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, Purchasing and Contract Services Division 8th floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, “As-Needed Professional Services for NPDES Compliance 2023” appearing thereon.

Proposals will be opened in public on February 15, 2023 at 12:00 p.m. in the Purchasing and Contract Services Division and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on the City’s PlanetBids portal.

The City reserves the right to waive any irregularity within any proposal and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all proposals.
2) Attached are detailed specifications and conditions for proposal submission.
3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
5) Proposals may be obtained from the City’s PlanetBids portal located at https://www.planetbids.com/portal/portal.cfm?CompanyID=45619.
6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.
7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.
8) All request for proposal documents can please be located on the City of Inglewood’s Planet Bid Portal.

Date: 1/3/2023

Louis A. Atwell, Assistant City Manager/ Public Works Director

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
Request for Proposal Timeline

<table>
<thead>
<tr>
<th>RFP Process and Implementation Schedule</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public release of RFP</td>
<td>01/12/2023</td>
</tr>
<tr>
<td>Mandatory pre-proposal conference</td>
<td>01/19/2023 10:00 a.m.</td>
</tr>
<tr>
<td>Questions from Proposers due</td>
<td>02/15/2023 12:00 p.m.</td>
</tr>
<tr>
<td>Answers to questions posted on PlanetBids</td>
<td>02/16/2023</td>
</tr>
<tr>
<td>Deadline for proposal submittals</td>
<td>02/22/2023 12:00 p.m.</td>
</tr>
<tr>
<td>Review Proposals</td>
<td>02/28/2023</td>
</tr>
<tr>
<td>Interview of shortlisted Firms (if necessary)</td>
<td>03/07/2023</td>
</tr>
<tr>
<td>Negotiate Service Fee</td>
<td>03/08/2023</td>
</tr>
<tr>
<td>Council Approval</td>
<td>04/25/2023</td>
</tr>
<tr>
<td>Issue Notice to Proceed – Kick-off Meeting</td>
<td>05/01/2023</td>
</tr>
</tbody>
</table>

Pre-Proposal Conference (Mandatory)
Proposers are to participate in the pre-submittal conference, which will be held to provide new or updated information regarding this RFP. All proposers are encouraged to attend. The virtual pre-submittal conference time and location are noted below.

You are invited to a Zoom meeting.
When: January, 12, 2023 and 10:00 a.m. Pacific Time (US and Canada)

Register in advance for this meeting:
https://us05web.zoom.us/j/81404129885?pwd=eHJEVFJoMnRCaEV3WEw4VGVPavy5dz09

After registering, you will receive a confirmation email containing information about joining the meeting.

Questions Concerning Proposal Requirements

All questions and issues related to proposal requirements or information expected for each statement package should be made on City’s PlanetBids portal:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per proposal. It is the responsibility of the Proposer to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to the instructions of this RFP will be done through written addendum and posted on the City’s PlanetBids portal.
Submission of Proposals
Written responses to the RFP must be prepared as specified in Section 5. Proposal Submittal Requirement. Respondents should follow the Proposer Checklist on page 24 to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, (3) three copies and (1) electronic file on a USB drive for As-Needed Professional Services for NPDES Compliance 2023. ATTN: Rocio Nunez, received on or before, but no later than February 22, 2023 at 12:00 p.m. at the Purchasing and Contract Services Division. Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked “As-Needed Professional Services for NPDES Compliance 2023.”

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  Rocío Nunez
  8th Floor Purchasing and Contract Services Division
  City of Inglewood
  One Manchester Blvd.
  Inglewood, CA 90301

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the proposer whose proposal is most beneficial to the needs of the City. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.
1. Introduction
The City of Inglewood (City) is accepting proposals for a service agreement from qualified Consulting firms (Consultant) for as-needed services for National Pollutant Discharge Elimination System (NPDES) compliance. After a careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a Consultant and award a three (3) year contract. The resulting contract may be extended for an additional six (6) months by mutual agreement between the City and contracted Consultant.

2. Background Information
The City is located in the central portion of Los Angeles County, California and encompasses an area of approximately 9.2 square miles. The City is bordered by the City of Los Angeles on the East, North and West sides, and the County of Los Angeles and the City of Hawthorne on the South side. According to U.S. Census Bureau 2021 Data, the City’s population is approximately 105,181.

The City is part of and drains to two watersheds: 1) Ballona Creek on the north; and 2) Dominguez Channel on the south. The City has opted for Enhanced Watershed Management Program (EWMP) compliance. The City has adopted a Fats, Oils and Grease (FOG) ordinance and has a revised Stormwater Runoff Ordinance, which are codified in Chapter 10, Articles 16 and 17 of the Inglewood Municipal Code.

The City requires services of a standby company to provide As-Needed Professional Services for NPDES Compliance 2023.

3. Scope of Services
The proposed scope of services will include but not limited to the following tasks:

Task 1 – Program Assistance
- To assist with preparation of the Annual report for submittal to the Regional Water Board
- Additional technical services as requested.

Task 2 – Industrial / Commercial Facility Inspections
- Provide inspection services for industrial facilities and food service establishments on an as-needed basis. This will also include data management, distribution of educational materials and approximately 10% re-inspections.
- Develop and distribute educational material to the City businesses.
- Maintain MS4 Front Database information: input and extract information.

Task 3 – Review Current NPDES Program
- Review existing ordinance(s) and recommend revisions if any.
• Develop a fee structure for permitting, inspection and re-inspection services for review by the City.

Task 4 – Preparation of Grant Documents
• Inform and advise the City about any state/federal grant opportunities.
• Prepare and submit grant documents, and coordinate with grant processing and approving agencies.
• Manage approved grant programs.

Task 5 – Public Outreach and Participation
• Provide outreach materials and as-needed information & services.

Task 6 – Planning and Land Development Program
• Review Stormwater Pollution Prevention Plans (SWPPPs) and Low Impact Development Plan as needed

Task 7 – Miscellaneous Services
• Services requested by the City.

4. Threshold Responsiveness Requirements and Minimum Qualifications

4.1. Threshold Responsiveness Requirements
Proposers should assume that their written submittal in response to this RFP will be the exclusive basis on which the City will consider its award for the contract. Therefore, each Proposer should be as thorough as possible when responding to this RFP and provide its written Proposal consistent with, and in the order described in, submission of proposal.

Proposers will not be able to add to or modify their proposals after the Proposal due date. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies or for any other reason the Proposal does not fully comply with the requirements, instructions and rules contained in this RFP.

4.2. Minimum Qualifications
The Consultant should have experience of providing NPDES compliance services for cities with similar characteristics and resources. The proposal shall include a comprehensive technical approach, methodology and specific tasks and activities required for providing these services.

If your firm is qualified and would like to be considered, please submit a formal proposal addressing the following items:
a. Identify name of your organization, address and telephone number. Indicate whether your firm is a Corporation, joint venture, partnership or sole proprietorship or a DBE. Indicate the name(s) of the owner(s) of your firm and number of years in business.

b. Identify all sub-Consultants (if any) to be used by name of organization, address and telephone number and provide examples of experience of each sub-Consultant and their key staff as related to the service they will perform.

c. Identify the designated Project Manager(s) as well as key staff for this as-needed services along with their background, experience and project responsibilities.

d. Provide a concise statement for your understanding of the works to be performed.

e. Provide a statement on limitation of liability, errors and omissions coverage for your firm and all sub-Consultants (if any).

f. Provide the scope of work with specific task description.

g. Provide a list of clients for whom similar services were provided.

h. Provide fees that cover the entire aspect of services and other costs. **Provide a fee proposal in a separate sealed envelope. The Proposer shall include a description of the proposed method of compensation for their services. The description shall include a list of all job titles and services, and the hourly rates for each. The rates shall remain valid for the duration of the initial three (3) year agreement.**

5. Evaluation and Selection Process

The City will conduct an initial review and evaluation of each Proposal for responsiveness as set forth in Section 4.1 of this RFP and for satisfaction of the minimum qualifications set forth in Section 4.2 of this RFP. All Proposals that are responsive and meet all the minimum qualifications will be evaluated on the basis of professional experience and qualifications of services to be performed. If a Proposal is non-responsive or fails to satisfy any of the minimum qualifications, then the City may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Proposer will be so advised.

Proposals will be reviewed and ranked in accordance with the criteria below for scoring based upon a 100 point rating scale. Proposers may be invited for an interview.

5.1. Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
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<tbody>
<tr>
<td>Experience of the Consulting Firm &amp; Team</td>
<td>30</td>
</tr>
<tr>
<td>Understanding of NDPES, MS4 permit, regulations &amp; Compliance</td>
<td>30</td>
</tr>
</tbody>
</table>

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
5.2. Selection Process
A ranking of the proposers will be made by score from high to low. The highest ranked proposer will be invited will be selected. The contract will then be present to the City Council for award.

The City reserves the right to judge, appraise and reject all proposals, or to otherwise cancel the RFP process. The City has the option to invite short listed Professional vendor/Consultant(s) for presentation and interview.


The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer at the City’s option.

6.1. Prices
The proposal shall state the total cost for the service as specified in this document. Hourly rates are firm and fixed for the duration of this agreement.

6.2. Payment Terms
Standard payment shall be made by City check.

6.3. Inglewood Business Tax Certificate
The proposer agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

6.4. Sales Tax
The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a proposer fails to include the City’s sales tax rate in their bid, the City will add the 10% amount to the proposal for evaluation purposes.
6.5. Insurance Requirements
The Consultant shall procure and maintain for the duration of the Contract, 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 the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

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

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if
not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**
The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**
The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the
required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

6.6. Indemnification
Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

6.7. “Or Equal Clause”
Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or equipment shall not be purchased or installed by the Contractor without the City’s written approval.

6.8. Non-Discrimination
California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

6.9. Payment of Prevailing Wage Rates and Payroll Records
This is a public works project subject to the requirements of California Labor Code section 1720 et seq. and Inglewood Ordinance No. 15-05, requiring the payment of prevailing wages, training of apprentices and compliance with other applicable requirements of the Labor Code. Prevailing wages apply to all projects over $1,000, which are defined as a "public work" in the Labor Code.

Contractors are reminded that the Labor Code requires a public works contract awarded by the City to contain language effectuating certain sections of the Code, including 1775, 1776, 1775.5, 1810, 1813, and 1860. Furthermore, any contract between a contractor and its subcontractors
for the performance of work on a public works project shall include a copy of the provisions of Labor Code sections 1771, 1775, 1776, 177.5, 1813 and 1815.

Below is a summary of these requirements.

**Prevailing Wage**

Pursuant to Labor Code section 1773.2, the general prevailing rate of per diem wages for this project are on file in the City Clerk's Office and will be made available to any interested party upon request. Contractor shall post a copy of applicable prevailing wage determination at each job site.

The Contractor who is awarded a public works contract, and any subcontractor under the Contractor, shall pay not less than the specified prevailing rate of wages. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found on the Department of Industrial Relations website (www.dir.ca.gov).

**Certified Payroll Records**

Contractor and their subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations. The payroll records shall include the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Certified payroll records must be available for inspection at reasonable hours at the principal office of the Contractor with any personal identifying information redacted as required by law.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the Contractor agrees to present to the City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request.

**Apprentices**

Pursuant to Labor Code section 1777.5(c), "[O]nly apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works."

Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wage for the classification of work performed. These apprentice
requirements apply to any contract worth $30,000 or more. It is the prime Contractor's responsibility to comply with all of the requirements contained in section 1777.5 and any contract for public works awarded to a prime contractor shall include language effectuating this section.

**Work Day**

Pursuant to Labor Code section 1810, 8 hours of labor constitutes a legal day's work and 40 hours of labor constitute a legal week's work. Contractor and its subcontractors shall not permit any of their workers to perform more than 8 hours of work during any one calendar day or more than 40 hours of work during any one week, unless overtime is paid in accordance with Labor Code section 1815.

Contractor and each Subcontractor shall keep accurate records showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with this public works project. These records shall be kept open at all reasonable hours for inspection by the City and the Division of Labor Standards Enforcement.

**Workers' Compensation**

In accordance with the provisions of Labor Code section 3700, every Contractor will be required to secure the payment of compensation to his or her employees. Each Contractor to whom a public works contract is awarded shall sign and file with the City the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

**Penalties**

Penalties, including forfeitures and debarment, shall be imposed for any contractor or Subcontractor's failure to pay prevailing wages, failure to maintain and timely submit accurate certified payroll records upon request, failure to employ apprentices, and failure to pay employees for all hours worked at the correct prevailing wage, in accordance with Labor Code sections 1775, 1776, 1777.7 and 1813.

**NOTICE OF REQUIREMENT TO REGISTER TO SUBMIT BID OR PERFORM WORK ON PUBLIC WORK PROJECT PURSUANT TO LABOR CODE SECTION 1771.1**

Pursuant to Labor Code section 1771.1, a contractor or subcontract may not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to section 1725.5. Section 1725.5 does not apply to work performed on a public works project of $25,000 or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of $15,000 or less when the project is for maintenance.
Unless otherwise exempt by state law, a bid shall not be accepted nor any contract or subcontract entered into without proof of the Contractor or Subcontractor's current registration to perform work pursuant to Section 1725.5 of the Labor Code.

Contractor and subcontractors who violate the requirements of Section 1771.1 shall be subject to penalties as prescribed therein. Contractor shall comply with all applicable laws prohibiting discrimination in the employment of persons and shall be subject to all punishment for any violation thereof. These prohibitions may be found in Labor Code sections 1735 and 1777.6, and Title VII of the Civil Rights Act of 1964, as amended.

Labor Code section 1735 provides that "Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter."

Labor Code section 1777.6 provides that an "employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

6.10. Disadvantaged Business Participation
It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFP process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

6.11. Award of Proposal
Award of agreement will be based on the proposal that meets all of the specified requirements.

6.12. Execution of Agreement
A proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.
6.13. Termination of Agreement
The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

6.14. Right to Withhold Payment
It is the right of the City to withhold payment when:

A. Defective materials are not remedied under the provisions of specifications;
B. There are claims or liens filed or reasonable evidence indicating probable filings of claims or liens against the Contractor.

The City shall withhold any monies otherwise due to the Contractor. The City will provide the Contractor with written notice of the amount withheld and the reasons why the payment has been withheld. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within thirty-five (35) calendar days.

6.15. Cost of Proposal
Each contractor submitting a proposal in response to this RFP acknowledges and agrees that the City shall have no financial responsibility for any costs incurred in the preparation of a proposal even if the RFP is cancelled. Any and all such costs shall be the sole responsibility of the consultant. Contractor further agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City.

6.16. No Binding Contract
This RFP process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a consultant as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

6.17. Choice of Law and Venue
This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

6.18. Right to Alter
The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFP, hire any Consultant it deems appropriate, or reject all submittals at its sole and absolute discretion.

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
6.19. Addendums
In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

All addenda will be issued on the City of Inglewood “bid opportunities (PlanetBids)” web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

There are no designated dates for release of addenda. Therefore, interested proposers should check the Purchasing “Bid Opportunities (PlanetBids)” webpage on a daily basis. Proposers with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the vendor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages proposers to send a signed copy of each addendum with your proposal. If no signed addendum is returned with your proposal, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s PlanetBids portal.

6.20. Agreement Term
This agreement is for three (3) years with the option for a six (6) month extension.
Declaration of Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of [organization]:

_________________________________________________________________________

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

__________________________
Signature:

__________________________
Printed Name:

__________________________
Position/Title:

__________________________
Date of Execution:
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes________ No__________ Length of time _______________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the ______________________ of _____________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ______________________[date], at __________[city], __________[state].

________________________________________
Signature of Officer or Authorized Agent
No Proposal Form

TO ALL PROPOSERS:

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

_____ THE FIRM BELOW CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

........................................................................................................

_____ THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: ................................................................................

........................................................................................................

_____ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF

INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: _____________

Name of Firm: ______________________________________________________

Address: ____________________________________________________________

Phone: _____________________________________________________________

Name of Individual: _________________________________________________

Signature: __________________________________________________________________

Date: __________________________________________________________________

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in on page 6?

2. PROPOSAL:
   a. Have you responded to the proposed scope of work?
   b. Is the proposal properly signed and dated?
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal?
   d. Have you submitted all requirements per this Request for Proposal?

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer?
   b. Have you completed the Extension of Contract to other Public Agencies?
   c. Have you completed and signed the Non-Collusion Declaration?
   d. Have you examined and understand the requirements and forms to be furnished on the project?

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate?

5. Department of Industrial Relations (DIR)
   a. Registered (including any sub-consultants) with the DIR
      Note: It’s required for any construction-related design service, but it’s not required for study-related services.
EXHIBIT “B”

Consultant’s proposal
As-Needed Professional Services for NPDES Compliance 2023 (RFP-0193)

JLHA MUNICIPAL CONTRACTOR

SERVICES PROPOSAL
2023.02.22

Prepared for: Rocio Nunez
8th Floor Purchasing and Contract Services Division
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

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

Cameron McCullough
Program Manager
cmccullough@jlha.net 562.726.4259

Michelle Staffield
Project Manager
mstafffield@jlha.net 562.802.489
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1. Qualifications

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985 (38 years in business). 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 include program administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, and public education.

1.1. Relevant Firm Experience

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

- 38 cities, 4 watershed management groups: Program administration or technical support,
- 18 cities: Grant and SCWP Program project application 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, 3 WMGs: Reporting (e.g., annual, TMDL, or watershed reports), and
- 37 cities and 3 watershed groups: Staff training.

Recent and relevant projects include:

- Submitting over 20 applications for SCWP infrastructure project funding (2019-current).
- 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, current).
- Updating Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach), and Peninsula Cities WMGs (2021).
- Assisting with the implementation of the Trash TMDL DGR Study for 24 local municipalities in the Santa Monica Bay, Machado Lake, Ballona Creek, and Los Angeles River watersheds.
- Assisting with the implementation of the Statewide Trash Provisions for 22 local municipalities.
- Representing the Cities of Glendale, Diamond Bar, and Villa Park in MS4 NPDES compliance audits conducted by the Regional Water Board and Federal EPA staff in 2019 and 2020.
- Managing ongoing BMP inspection programs at over 10,000 sites.

Our interagency compliance planning experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities watershed management groups (WMGs). 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 WMGs. 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 WMGs 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 WMG planning activities led by the Orange County Public Works.
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<th>Field Inspections</th>
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<td>--</td>
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<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
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<td>West Hollywood</td>
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<td>x</td>
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<td>Whittier</td>
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<td>x</td>
<td>x</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>x</td>
</tr>
<tr>
<td><strong>TOTALS (out of 50)</strong></td>
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<td></td>
<td></td>
<td></td>
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<td>43</td>
</tr>
</tbody>
</table>
2. Response to RFP Questions

Table 2 lists the questions included in Section 4 of the RFP with our responses.

<table>
<thead>
<tr>
<th>RFP #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Name of organization, address, telephone, and owner(s).</td>
</tr>
<tr>
<td></td>
<td>Organization:</td>
</tr>
<tr>
<td></td>
<td>John L. Hunter &amp; Associates, Inc. (Corporation)</td>
</tr>
<tr>
<td></td>
<td>6131 Orangethorpe Ave, Suite 300, Buena Park, CA 90620</td>
</tr>
<tr>
<td></td>
<td>562.802.7880</td>
</tr>
<tr>
<td></td>
<td>38 years in business</td>
</tr>
<tr>
<td></td>
<td>Firm Owners:</td>
</tr>
<tr>
<td></td>
<td>1. John L. Hunter, Principal-in-Charge</td>
</tr>
<tr>
<td></td>
<td>2. Cameron McCullough, Director</td>
</tr>
<tr>
<td></td>
<td>3. Jillian Brickey, Director</td>
</tr>
<tr>
<td>B.</td>
<td>Sub-Consultants</td>
</tr>
<tr>
<td></td>
<td>We subcontract additional services as needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, computational analysis, and design engineering. We do not anticipate the need to enlist the assistance of sub-consultants to fulfill the scope of services. If it is determined that a subconsultant is needed to provide a specialized task, the City will be notified prior to approval.</td>
</tr>
<tr>
<td>C.</td>
<td>Project Manager(s) and key staff</td>
</tr>
<tr>
<td></td>
<td>The person who will be the responsible for day-to-day management of these services is:</td>
</tr>
<tr>
<td></td>
<td>Cameron McCullough, Program Manager</td>
</tr>
<tr>
<td></td>
<td>6131 Orangethorpe Ave, Suite 300, Buena Park, CA 90620</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:cmccullough@jlha.net">cmccullough@jlha.net</a></td>
</tr>
<tr>
<td>D.</td>
<td>Statement of understanding</td>
</tr>
<tr>
<td></td>
<td>We understand that following the requirements of the Los Angeles MS4 NPDES Permit improves and protects local surface water quality. We also understand that noncompliance with these requirements can result in fines issued by the Regional Board, or third-party litigation (as allowed by the Clean Water Act). Our understanding comes from years of experience both implementing the provisions of MS4 Permits and interpreting the specific intent of these regulations through communications and audits with Regional Board staff.</td>
</tr>
<tr>
<td></td>
<td>We are attentive to the concerns of the Regional Water Quality Control Boards, having represented cities in program audits with Regional Board staff on multiple occasions. This</td>
</tr>
</tbody>
</table>
Table 2. Company and General Information

<table>
<thead>
<tr>
<th>RFP #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>includes program audits in Seal Beach in 2006 and 2010, Big Bear Lake in 2007, Stanton in 2010 and 2014, and Diamond Bar and Villa Park in 2019. We understand that the Regional Boards audit and fine Permittees under the local MS4 NPDES Permit and, as such, adherence to the Permit and the concerns of Regional Board staff is paramount.</td>
</tr>
</tbody>
</table>

We understand that compliance with the MS4 NPDES program is a challenge for municipalities. The program includes many unrelated sub-programs, each of which can affect more than one City division. This includes laborious and technically specialized requirements involving Low Impact Development implementation, TMDL compliance, and field inspections. There is also no scaling-down of these responsibilities for smaller cities. As described in the following section, we have developed an approach to aid our clients in navigating through the turbid waters (so to speak) of MS4 NPDES regulation.

| E. | Statement of limitation of liability, errors and omissions coverage for your firm and all sub-Consultants (if any). |
|    | We have no statement on the limitation of liability, errors and omissions coverage for our firm. |

| F. | Scope of work with specific task description. |
|    | Detailed qualifications of key personnel are included in the Scope of Work section. |

| G. | List of clients |
|    | Table 1 is a complete list of NPDES services we provide to current municipal clients. Table 4 is a list of client references we have provided similar scope of services. Additional references are available at the request of the City. |

<p>| H. | Fees |
|    | The annual not-to-exceed costs for the NPDES services and summary are included in the Fee Proposal section. |</p>
<table>
<thead>
<tr>
<th>Team Member Information</th>
<th>Team Member Project Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cameron McCullough</td>
<td>19 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.</td>
</tr>
<tr>
<td>Credentials: MS, CPSWQ, QSD/P, QISP, IGP ToR</td>
<td></td>
</tr>
<tr>
<td>Title: Project Manager</td>
<td></td>
</tr>
<tr>
<td>Role: Point-of-contact, manages services implementation and budget</td>
<td></td>
</tr>
<tr>
<td>Name: Jillian Brickey</td>
<td>17 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.</td>
</tr>
<tr>
<td>Credentials: MS, CPSWQ, QSD/P, CGP ToR</td>
<td></td>
</tr>
<tr>
<td>Title: Alternate Project Manager</td>
<td></td>
</tr>
<tr>
<td>Role: Alternate point-of-contact, manages services implementation and budget</td>
<td></td>
</tr>
<tr>
<td>Name: John Hunter</td>
<td>Over 30 years of experience managing municipal environmental programs. Oversees JLHA services, including NPDES Permit/TMDL compliance, sewer protection and overflow prevention, water conservation, and recycling programs.</td>
</tr>
<tr>
<td>Credentials: PE, REA</td>
<td></td>
</tr>
<tr>
<td>Title: Principal-in-Charge</td>
<td></td>
</tr>
<tr>
<td>Role: As-needed project implementation</td>
<td></td>
</tr>
<tr>
<td>Name: Chris Chew</td>
<td>Over 20 years of experience managing municipal environmental programs, reviewing and approving structural and architectural plans. Reviews and approves development plans for compliance with NPDES Permits, city environmental ordinances, building codes, and other state laws.</td>
</tr>
<tr>
<td>Credentials: PE, QSD/P</td>
<td></td>
</tr>
<tr>
<td>Title: Staff Engineer</td>
<td></td>
</tr>
<tr>
<td>Role: Plan review and engineering oversight</td>
<td></td>
</tr>
<tr>
<td>Name: Michelle Staffield</td>
<td>16 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.</td>
</tr>
<tr>
<td>Credentials: PE, MSE, CPSWQ, QSD</td>
<td></td>
</tr>
<tr>
<td>Title: Asst. Project Manager/Project Engineer</td>
<td></td>
</tr>
<tr>
<td>Role: Point-of-contact, plan review</td>
<td></td>
</tr>
<tr>
<td>Name: Michelle Kim</td>
<td>16 years of experience in the field of water quality, including potable water, wastewater, and stormwater. Experience includes wastewater monitoring, treatment processes, managing municipal stormwater programs, assisting in the management of watershed programs, and reviewing LID Plans.</td>
</tr>
<tr>
<td>Credentials: MSE, CPSWQ, QSD</td>
<td></td>
</tr>
<tr>
<td>Title: Project Engineer</td>
<td></td>
</tr>
<tr>
<td>Role: Plan review</td>
<td></td>
</tr>
<tr>
<td>Name: Hugo Garcia</td>
<td>11 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.</td>
</tr>
<tr>
<td>Credentials: CPSWQ, CESSWI, QSD/P</td>
<td></td>
</tr>
<tr>
<td>Title: Assistant Project Manager</td>
<td></td>
</tr>
<tr>
<td>Role: QA/QCs reports, and assists PM</td>
<td></td>
</tr>
<tr>
<td>Team Member Information</td>
<td>Team Member Project Experience</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Name</td>
<td>10 years of experience implementing municipal environmental programs. Assists in the field elements of MS4 NPDES programs, such as inspections at industrial/commercial facilities and construction sites, and non-stormwater source investigations.</td>
</tr>
<tr>
<td>Credentials</td>
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<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Nine years of experience implementing municipal environmental programs. Assists in the field elements of MS4 NPDES programs, such as inspections at industrial/commercial facilities and construction sites, and non-stormwater source investigations.</td>
</tr>
<tr>
<td>Credentials</td>
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<tr>
<td>Title</td>
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</tr>
<tr>
<td>Role</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Four years of experience implementing municipal environmental programs. Assists in the field elements of MS4 NPDES programs, such as inspections at industrial/commercial facilities and construction sites, and non-stormwater source investigations.</td>
</tr>
<tr>
<td>Credentials</td>
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<tr>
<td>Title</td>
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<td>Agency Name</td>
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<td>JLHA services/project</td>
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<td>Long Beach, Nearshore Watershed</td>
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<td>JLHA services/project</td>
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<td>Phone/email</td>
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<tr>
<td></td>
<td>JLHA services/project</td>
</tr>
</tbody>
</table>
3. Scope of Work

We welcome the opportunity to continue providing as-needed professional MS4 NPDES services to the City of Inglewood. This section details the approach to complete the Scope of Work (SOW). The timeframe of this proposal is for a period of three (3) years with the option for a six (6) month extension, 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.

Tables 5-11 list our approach to the scope of MS4 NPDES services.

### Table 5. Program Assistance

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.1  | To assist with preparation of the Annual report for submittal to the Regional Water Board.  
We will review the completed forms with City staff and incorporate comments into a Draft Annual Report. We will update the County's WRAMPS.ORG database and incorporate volumetric management results into the Draft Annual Report. Based on available data we will prepare responses to program status and assessment elements of the Draft Annual Report. We will submit the Individual Annual Report prior to the final deadline. Note that the 2021 MS4 Permit requires semi-annual reporting. Semi-annual reports are due June 15th and December 15th.  
We are available to assist interpreting monitoring results reported by the watershed group consultant teams |
| 1.2  | Additional technical services as requested.  
In addition to providing assistance with the annual report, tasks may include assistance with MS4 Permit Minimum Control Measures not listed in the City's original RFP Scope of Services (i.e., the Construction Program, Public Agency Activities Program, and Illicit Discharge Detection and Elimination Program), TMDLs, watershed management (for Ballona Creek and Dominguez Channel), and municipal NPDES activities beyond the MS4 Permit, such as the IGP, CGP, or drinking water system releases NPDES Permits. A budgetary allotment is incorporated into the cost estimate for these as-needed services |

### Table 6. Industrial / Commercial Facility Inspections

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
</table>
| 2.1  | Provide inspection services for industrial facilities and food service establishments on an as-needed basis. This will also include data management, distribution of educational materials and approximately 10% re-inspections.  
One and a half rounds of inspections will be conducted during the proposal term (meeting the most current MS4 requirements - two cycles of inspections at all industrial/commercial facilities every five years). During facility inspections we will 1) assess the effectiveness of facility BMPs following MS4 Permit Table 6, 2) verify IGP enrollment if applicable, 3) when deficiencies are noted, require corrective actions and set up a follow-up inspection date, 4) complete an inspection form, and 5) provide educational materials. Follow-up activities will follow the MS4 Permit progressive enforcement procedures. For egregious or repeated cases of non-compliance, we will prepare enforcement notices. If noncompliance persists, we will work with City enforcement staff to resolve the issue |
Table 6. Industrial / Commercial Facility Inspections

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>Develop and distribute educational material to the City businesses. We can provide CASQA BMP fact sheets and/or our own BMP handouts that we have developed for certain critical source business sectors.</td>
</tr>
<tr>
<td>2.3</td>
<td>Maintain MS4 Front Database information: input and extract information. We will update the industrial/commercial facility database continuously with information gathered through inspections. Also, at least every two years we will add new facilities through a review of city records such as the business license list.</td>
</tr>
</tbody>
</table>

Table 7. Review Current NPDES Program

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Review existing ordinance(s) and recommend revisions if any. We will review and assist with the development of updated ordinance language. We have recently provided this service to a number of local municipalities and as a result we are knowledgeable of the ordinance changes required by the most recent MS4 NPDES Permit. This review will be conducted through communications and meetings with city staff. In addition to recommendations, we can develop program forms, training material, and SOPs.</td>
</tr>
<tr>
<td>3.2</td>
<td>Develop a fee structure for permitting, inspection and re-inspection services for review by the City. We previously developed a fee schedule for Inglewood in 2018 and are available to reevaluate.</td>
</tr>
</tbody>
</table>

Table 8. Preparation of Grant Documents

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Inform and advise the City about any state/federal grant opportunities. We regularly assist cities and watershed groups with stormwater funding, including identifying projects and assisting with applications for the SCWP, Prop 1, Prop 68, Prop 84, and OCTA M2. We will inform the City of funding opportunities and assist as needed with funding applications.</td>
</tr>
<tr>
<td>4.2</td>
<td>Prepare and submit grant documents, and coordinate with grant processing and approving agencies. Draft documents will be prepared with sufficient time for city review and comment prior to final submittal. Final submittal will meet the applicable grant submittal deadlines. We anticipate that the not-to-exceed total provided for the scope of work will be sufficient for our assistance with the submittal of multiple projects for SCW Program funding, or grant applications. If at any point we anticipate expenses beyond the not-to-exceed total, we will notify the City’s Project Manager as soon as possible, and prior to exceeding the total.</td>
</tr>
<tr>
<td>4.3</td>
<td>Manage approved grant programs. We will manage the grant agreement, including compliance with grant requirements, preparation, and submission of supporting grant documents and coordination.</td>
</tr>
</tbody>
</table>
### Table 9. Public Outreach and Participation

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
</table>
| 5.1  | Provide outreach materials and as-needed information & services.  
We provide this service to over 25 clients in LA County. Through this work we prepared multi-lingual press releases, materials, and content that address the pollution prevention topics listed in the MS4 Permit. We have developed and can develop materials in multiple languages, including Spanish, Chinese, and Korean. We can also provide updates to the City’s website, addressing new topics as needed such as 2021 MS4 Permit requirements and SCWP reporting and public participation. Additional types of materials and content provided upon request include but are not limited to brochures, posters, articles, social media posts, websites, children’s booklets, and labeled tote bags and doggy bag dispensers. We can modify our existing materials for City distribution, or we can develop new materials at the request of the City. |

### Table 10. Planning and Land Development Program

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
</table>
| 6.1  | Review Stormwater Pollution Prevention Plans (SWPPPs) and Low Impact Development Plan as needed  
SWPPPs are reviewed by a JLHA staff Qualified SWPPP Developer (QSD) following a review checklist based on MS4 permit requirements.  
For Low Impact Development (LID) plans, we will verify conformance with MS4 Permit Part VIII.F and the municipality’s NPDES Permit criteria. This includes providing correction sheets to indicate corrections required to achieve conformance, meeting and corresponding with project applicants and engineers, and approving plans. Standard turn-around time for review is two weeks. In addition to our Low Impact Development (LID) services of plan review/approval, we are available to assist with BMP installation verification and BMP maintenance inspections. A budgetary allotment is included in the cost estimate for assistance with the City’s LID Plan review and inspection process |

### Table 11. Miscellaneous Services

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
</table>
| 7.1  | Services requested by the City.  
The Project Team is available to assist with other miscellaneous NPDES services as requested by the City. Example services under the task include meetings on Safe Clean Water Program funding opportunities and submittals, developing and assisting in the implementation of new stormwater projects and programs, new permit negotiations, or compliance issues with other non-MS4 NPDES Permits that the City is covered under. A budgetary allotment is included in the cost estimate. |
4. Resumes

The following section includes the resumes and certifications of key personnel.
Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR
Director

17 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 17 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 includes 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 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).
19 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, CPSWQ, QSD/P, IGP ToR  
Director

Cameron McCullough has 19 years of experience in the environmental compliance field, specializing in municipal surface water quality. His experience includes municipal NPDES, TMDL, and SSO control programs administration and implementation, funding—including the Safe, Clean Water Program, compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

**Recent experience and qualifications**
Mr. McCullough currently serves as a contracted project manager and primary contact for nine local cities' surface water quality programs and provides as-needed general technical assistance to 28 local cities. Programs administered include those for state NPDES stormwater discharge permits (MS4, IGP, CGP), state non-stormwater discharge permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these programs (e.g., for the Safe, Clean Water Program, stormwater and urban runoff pollution prevention, and FOG/Industrial Waste Control). The table below lists specific clients, roles, and tasks for relevant contracted services.

### Relevant Experience Currently or Recently Provided

<table>
<thead>
<tr>
<th>Project Manager for contracted Municipal NPDES Program Implementation assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clients</strong></td>
</tr>
<tr>
<td>Arcadia, Burbank, Glendale, Inglewood, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina (9 cities total)</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Varies per client, including client representation with watershed groups and regulators, program administration, WMP/TMDL/trash prohibition compliance planning, training, reporting, studies, and oversight of control programs such as inspections and public outreach.</td>
</tr>
<tr>
<td><strong>Budget</strong></td>
</tr>
<tr>
<td>$600,000/year total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead Technical Support for as-needed Municipal NPDES technical assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clients</strong></td>
</tr>
<tr>
<td>The clients listed above, as well as Artesia, Baldwin Park, Compton, Covina, Diamond Bar, Downey, Hawthorne, Hermosa Beach, Lomita, Long Beach, Monterey Park, Norwalk, Paramount, Pasadena, Pico Rivera, RPV, Temple City, West Hollywood, and Whittier (28 total)</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Varies per client, including but not limited to staff training, NPDES Permit compliance inquiries, and assistance with strategic WMP/TMDL compliance planning.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead Technical Support for contracted Safe, Clean Water Program (SCWP) Implementation assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clients</strong></td>
</tr>
<tr>
<td>The 28 clients listed above, and Hawaiian Gardens, La Mirada, and Lynwood (31 total)</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Varies per client, including Annual Plan and Expenditure Report development and preparation, and general technical assistance. For Burbank (2020), Diamond Bar (2020), and South Pasadena (2 in 2020, 1 in 2021), tasks included project concept planning and TRP application preparation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Manager for Watershed Management Group Reporting and WMP Adaptive Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clients</strong></td>
</tr>
<tr>
<td>Agencies within the Lower LA River and Lower San Gabriel River Watershed Management Groups</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Administering the preparation and adaptive management of WMPs and watershed reporting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Representation for NPDES Program Audits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clients</strong></td>
</tr>
<tr>
<td>Diamond Bar (2019), Glendale ('20), Seal Beach ('10, '06), Stanton ('14, '10), Villa Park ('19)</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Represented cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA.</td>
</tr>
</tbody>
</table>
Over 30 years of project experience

Education
B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses
CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees or otherwise assists with: (1) elements of over 40 separate municipal NPDES programs that covers sub-programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, training, O&M activities, public outreach, and monitoring and reporting; (2) elements of 30 municipal Safe, Clean Water Programs, (3) eleven municipal FOG or Industrial Waste programs encompassing permitting, inspections and enforcement; (4) six municipal Used Oil Recycling programs; (5) three municipal Beverage Container Recycling programs; and (6) two water conservation programs.

Related Experience

Representation, Advocacy, and Leadership
Since May 2016, Mr. Hunter has served as the chair for the LA Permit Group, which facilitates discussions and provides area wide Permit updates to affected parties within LA County that are under the Regional MS4 NPDES Permit. He coordinates this role with staff from the County of Los Angeles, as well as other Permit stakeholders. Historically, he has also chaired the Los Angeles River Watershed Management Committee and the Santa Monica Bay Bacterial TMDL J7 Subcommittee.

For decades Mr. Hunter has regularly represented client interests in meetings with Regional Board staff and members, most recently regarding topics such WMPs, CIMP, TMDLs, trash provisions, and other new Permit mandates. Most recently this included providing written and oral comments on the 2021 Regional MS4 NPDES Permit on behalf of the Lower San Gabriel River and Lower LA River Watershed Management Groups.

Through these experiences, Mr. Hunter has played a leadership role in the continued countywide development and implementation of the Municipal NPDES Program in the LA Region.

Watershed Management and Safe, Clean Water Program
Mr. Hunter serves as the Principal-in-Charge for contracted program administration and implementation assistance to the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Services overseen include preparation and adaptive management of the WMPs, CIMP monitoring, annual compliance reporting, project concept planning, and SCWP application preparation. This includes presenting SCWP funding projects to the Watershed Area Steering Committees (WASCs). He also participates as needed in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads and NPDES Permit Implementation
Mr. Hunter oversaw development of the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP. He has also administered Trash TMDL studies and associated compliance reports for 19 cities, and continues to oversee the development and implementation of the federally required NPDES Municipal Permit Minimum Control Measures for over 30 cities.
Chris Chew, PE, QSD  
Staff Civil Engineer

Overview
Mr. Chew serves as a Staff Civil Engineer. He has over 20 years of municipal experience reviewing structural and architectural plans. His specialty lies in reviewing such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets /Erosion Control), Building Codes, and other State Laws.

Education
• M.S. Civil Engineering, Texas Tech University
• B.S. Civil Engineering, Texas Tech University

Certifications and Licenses
• CA Professional Civil Engineer (#47147)
• Qualified SWPPP Developer (QSD)

Related Experience
With JLHA (Starting 2021)
• Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
• Interacts with developers to facilitate completion of their projects.
• Code Consultant.

City of Glendale, Principal Civil Engineer (2015-2020)
• Supervise and manage the Land Development, GIS, Surveying, Real Property, Stormwater and Wastewater Sections.
• Supervise and manage the review of grading and public improvement plans, encroachment plans, subdivision maps, covenant and agreements, street vacations and dedications.
• Update City’s ordinances relating to engineering requirements in the Glendale Municipal Code, Glendale Building Code and Low Impact Development Ordinance.
• Review development plans for construction and code compliance.
• Represent the City of Glendale in meetings with other public agencies relating to wastewater and stormwater issues.
• Manage and implement the Municipal Separate Storm Sewer System (MS4) program.
• Responsible for the management of the Wastewater contracts with City of Los Angeles relating to the Amalgamated System and the Los Angeles Glendale Water Reclamation Plant.
• Manage wastewater rate study involving cost of service analysis.
• Solicit, prepare, and manage professional service agreements.
• Coordinate with architects, engineers, contractors, and other City staffs on development projects.
• Review City Council’s staff report submittals.
• Review and evaluate employee’s job performance.

City of Glendale, Senior Civil Engineer (2009-2015)
• Supervise and manage the Land Development, GIS, and Surveying Groups.
• Review development plans for construction and code compliance.
• Determine requirements for subdivisions, grading permits, construction permits and bonds.
• Coordinate with architects, engineers, contractors, and other City staffs on development projects.
• Review Council’s staff report submittals.
• Response to citizen’s requests and complaints.
• Manage the construction of federally funded slope repair project and supervise the analysis and reports on disputed construction costs, procedures, bids, and contract.
• Oversee preparation and revision of maps, surveys, wastewater records, and the storage and filing of various records and project files.
• Develop a handbook that describes the permitting procedures for various permits.
• Review and evaluate employee’s job performance.
Michelle Staffield, PE, MSE, CPSWQ, QSD  
Project Manager/Project Engineer

Michelle Staffield has 16 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 Dominguez Channel, Los Cerritos Channel, Lower Los Angeles River, Lower San Gabriel River, and Peninsula Cities.
Michelle Kim, MSE, CPSWQ, QSD  
*Project Manager*

Michelle Kim has 16 years of experience in the water quality industry, which includes potable water, wastewater, and stormwater. Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, implementation, and funding (including the Safe Clean Water Program). 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, industrial/commercial activities, and public information and participation. She is also involved in the development and review of Watershed Management Programs (WMPs), Water Quality Management Plans (WQMPs), and LiD Plans. Her experience also includes compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Michelle’s client-specific responsibilities at JLHA 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 Covina, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the Cities of 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 inspections.
- Conducting training to municipal staff on LiD.
- 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 MS4 Permit Project Management for the Cities of Diamond Bar, Downey, La Mirada, Long Beach, Lynwood, Monterey Park, Pico Rivera, Temple City, and Whittier. Tasks include serving as a point-of-contact with city staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing Annual Reports.
- Assisting in Watershed Management efforts under the LA County area-wide MS4 Permit. This includes management of the Lower Los Angeles River Watershed Management Group (WMG), Lower San Gabriel River WMG, and Long Beach Nearshore WMG. Tasks include administrating meetings, managing subcontractors, representing the groups in interactions with regulators, and preparing compliance reports, such as Watershed Annual Reports, WMP Progress Reports, and Adaptive Management reports.
Hugo Garcia, CPSWQ, CESSWI, QSD/P  
Senior Project Analyst/Assistant Project Manager

Hugo Garcia has 11 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, and South Gate). 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.
Chris Smith, CESSWI, QSP, QISP
Compliance Specialist II

Chris Smith has 10 years of experience with John L. Hunter & Associates, specializing in municipal surface water quality and conservation regulations. His experiences include work in 1) the Municipal NPDES Programs for Industrial/Commercial Facilities, Construction, Public Outreach, and Illicit Discharge Elimination, 2) spill prevention through the Industrial Waste and Fats, Oils, and Grease (FOG) Control Programs, and 3) conservation through the Clean Bay Restaurant (CBR) Program in the Santa Monica Bay.

Recent Experience and Project Qualifications
Chris currently serves as an Environmental Compliance Specialist II. Specific examples of recent and relevant experience under this role include the following:

NPDES
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the NPDES Industrial General Permit) (Arcadia, Hawthorne, Placentia, Villa Park).
- Assisting facilities under the NPDES Industrial General Permit with permitting and compliance.
- Conducting NPDES compliance inspections at construction sites, including those under the NPDES Construction General Permit. (Arcadia, Downey, Hawthorne, Norwalk, Placentia, South Gate, Villa Park).
- Assisting industrial businesses with SB 205 compliance. (Hawthorne, Hermosa Beach).
- Assisting with the implementation of Trash TMDL field studies, including the DGR studies. (Monterey Park)

Industrial Waste and FOG
- Conducting Industrial Waste and FOG inspections at industrial and commercial facilities. (Arcadia, Hawthorne, Manhattan Beach).
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Arcadia, Hawthorne).
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (Arcadia, Hawthorne).

Conservation
- Assisting in the program management of the Clean Bay Restaurant (CBR) Program and conducting CBR inspections at restaurants. The CBR Program incorporates solid waste recycling requirements, as well as NPDES and FOG requirements. (Manhattan Beach).
Glenn Cajar has nine years of experience with John L. Hunter & Associates, specializing in municipal surface water quality and conservation regulations. His experiences include work in 1) the Municipal NPDES Programs for Industrial/Commercial Facilities, Construction, Public Outreach, and Illicit Discharge Elimination, 2) spill prevention through the Industrial Waste and Fats, Oils, and Grease (FOG) Control Programs, and 3) conservation through statewide drought emergency regulations and the Clean Bay Restaurant (CBR) Program in the Santa Monica Bay.

Recent Experience and Project Qualifications

Glenn currently serves as an Environmental Compliance Specialist II. Specific examples of recent and relevant experience under this role include the following:

**NPDES**
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the NPDES Industrial General Permit)
- Assisting facilities under the NPDES Industrial General Permit with permitting and compliance.
- Conducting NPDES compliance inspections at construction sites, including those under the NPDES Construction General Permit.
- Serving as a QSP under the Construction General Permit. (Long Beach)
- Assisting industrial businesses with SB 205 compliance.
- Training municipal staff in the illicit discharge component of the Municipal NPDES Permit. (Signal Hill)
- Training municipal staff in the Drinking Water Systems NPDES Permit. (Signal Hill)
- Preparing NPDES permit applications under the Drinking Water Systems NPDES Permit. (Several Cities)
- Assisting with the implementation of Trash TMDL field studies, including the DGR and MFAC studies.
- Developing educational materials for use by municipal staff, industrial/commercial businesses, and construction site operators.

**Industrial Waste and FOG**
- Conducting Industrial Waste and FOG inspections at industrial and commercial facilities. (Several cities)
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Signal Hill)
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (Signal Hill)
- Assisting with reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities. (Signal Hill).

**Conservation**
- Conducting water conservation inspections. (Seal Beach)
- Assisting in the program management of the Clean Bay Restaurant (CBR) Program and conducting CBR inspections at restaurants. The CBR Program incorporates solid waste recycling requirements, as well as NPDES and FOG requirements.
Brandon LaBeet
Compliance Specialist I

Brandon LaBeet has four years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include work in 1) the Municipal NPDES Programs for Industrial/Commercial Facilities, Construction, Public Outreach, and Illicit Discharge Elimination, and 2) spill prevention through the Industrial Waste and Fats, Oils, and Grease (FOG) Control Programs.

Recent Experience and Project Qualifications

Brandon currently serves as an Environmental Compliance Specialist I whose responsibilities include implementing compliance inspection programs for stormwater, industrial waste, and fats, oils, grease (FOG), as well as providing assistance with the implementation of several Watershed Management Programs in Los Angeles. Specific examples of recent experience and project qualifications include:

- Conducting industrial waste and FOG inspections at industrial/commercial facilities (e.g., food service establishments, food processing, manufacturing, and automotive body/repair/wash).

- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Signal Hill, Stanton).

- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (Signal Hill).

- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the Industrial General Permit).

- Assisting with implementation of Senate Bill 205 (Business Licenses: Storm Water Discharge Compliance). (Pico Rivera, Stanton).

- Developing and maintaining inspection facility databases for the NPDES, and Industrial Waste/FOG programs.

- Assisting with the implementation component of Trash TMDLs. (Burbank, Monterey Park).

- Assisting with the implementation component of the Lower Los Angeles River Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs. (Glendale, Long Beach, Pasadena).
5. Required Forms

The following section includes the completed forms:

- Declaration of Proposer
- Extension of Contract to Other Public Agencies
- Non-Collusion Declaration
- Proposer Checklist
Declaration of Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):


I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: ____________________________

Printed Name: Cameron McCullough

Position/Title: Director

Date of Execution: February 21, 2023
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor's response as requested below will in no way affect the City of Inglewood's consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes [X] No ______ Length of time ______ 90 ______ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the ______ Director ______ of ______ JLHA ______, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

______ As-Needed Professional Services for NPDES Compliance ______

________________________

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ______ February 21, 2023 ______ [date], at ______ Buena Park ______ [city], ______ California ______ [state].

________________________

Signature of Officer or Authorized Agent

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in on page 6? 
      Please Check Here
      X

2. PROPOSAL:
   a. Have you responded to the proposed scope of work? X
   b. Is the proposal properly signed and dated? X
   c. If the proposal is being submitted by a corporation, is the corporate 
      seal affixed to the proposal? N/A
   d. Have you submitted all requirements per this Request for 
      Proposal? X

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer? X
   b. Have you completed the Extension of Contract to other Public 
      Agencies? X
   c. Have you completed and signed the Non-Collusion Declaration? X
   d. Have you examined and understand the requirements and forms 
      to be furnished on the project? X

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood 
      Business Tax Certificate? X

5. Department of Industrial Relations (DIR)
   a. Registered (including any sub-consultants) with the DIR 
      Note: It’s required for any construction-related design service, but 
      it’s not required for study-related services. N/A

RFP-0193 As-Needed Professional Services for NPDES Compliance 2023
As-Needed Professional Services for NPDES Compliance 2023 (RFP-0193)

FEE PROPOSAL
2023.02.22

Prepared for:  Rocio Nunez
8th Floor Purchasing and Contract Services Division
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

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

Cameron McCullough
Program Manager
cmccullough@jlha.net 562.726.4259

Michelle Staffield
Project Manager
mstaffield@jlha.net 562.802.4890
6. Fee Proposal

6.1. Rate Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210 / hour</td>
</tr>
<tr>
<td>Director</td>
<td>$185 / hour</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$185 / hour</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$185 / hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$175 / hour</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$160 / hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$160 / hour</td>
</tr>
<tr>
<td>Compliance Specialist II</td>
<td>$130 / hour</td>
</tr>
<tr>
<td>Project Analyst II</td>
<td>$130 / hour</td>
</tr>
<tr>
<td>Compliance Specialist I</td>
<td>$120 / hour</td>
</tr>
<tr>
<td>Project Analyst I</td>
<td>$120 / hour</td>
</tr>
<tr>
<td>Administrative Assistant, Laborer</td>
<td>$80 / hour</td>
</tr>
<tr>
<td>State Certified Laboratory Analysis</td>
<td>Cost + 5%</td>
</tr>
<tr>
<td>Legal Consultation, Court Appearances/Document review, etc.</td>
<td>$275 / hour</td>
</tr>
<tr>
<td>Subcontracted equipment</td>
<td>Cost + 5%</td>
</tr>
</tbody>
</table>

Fee Schedule effective as of January 1, 2023

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

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.
6.2. Proposed Method of Compensation
We will send invoices electronically on a monthly basis, or by any other frequency or method requested by the city. We will accept the method of payment preferred by the city.

6.3. Estimated Not-to-Exceed Fee Proposal
The annual not-to-exceed costs for the as-needed professional services for NPDES compliance are included in Table 12.
<table>
<thead>
<tr>
<th>Task name</th>
<th>Team</th>
<th>Rate</th>
<th>Hours</th>
<th>2023-2024 Cost</th>
<th>2023-2024 Totals</th>
<th>2024-2025 Cost</th>
<th>2024-2025 Totals</th>
<th>2025-2026 Cost</th>
<th>2025-2026 Totals</th>
<th>6-Month Extension Cost</th>
<th>6-Month Extension Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Program Assistance</td>
<td>PM</td>
<td>$175</td>
<td>30</td>
<td>$5,250</td>
<td>$19,650</td>
<td>$5,250</td>
<td>$19,650</td>
<td>$5,250</td>
<td>$19,650</td>
<td>$2,704</td>
<td>$10,120</td>
</tr>
<tr>
<td></td>
<td>aPM</td>
<td>$160</td>
<td>60</td>
<td>$9,600</td>
<td>$19,650</td>
<td>$9,600</td>
<td>$19,650</td>
<td>$9,600</td>
<td>$19,650</td>
<td>$4,944</td>
<td>$2,472</td>
</tr>
<tr>
<td></td>
<td>PA1</td>
<td>$120</td>
<td>40</td>
<td>$4,800</td>
<td>$19,650</td>
<td>$4,800</td>
<td>$19,650</td>
<td>$4,800</td>
<td>$19,650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2: Industrial/Commercial Facility Inspections</td>
<td>PM</td>
<td>$175</td>
<td>18</td>
<td>$3,150</td>
<td>$60,090</td>
<td>$3,150</td>
<td>$60,090</td>
<td>$3,150</td>
<td>$60,090</td>
<td>$1,622</td>
<td>$29,324</td>
</tr>
<tr>
<td>Assume 390 site visits, 39 follow-up visits,</td>
<td>CS2</td>
<td>$130</td>
<td>438</td>
<td>$56,940</td>
<td>$60,090</td>
<td>$56,940</td>
<td>$60,090</td>
<td>$56,940</td>
<td>$60,090</td>
<td>$2,524</td>
<td>$2,524</td>
</tr>
<tr>
<td>and 9 enforcement actions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3: Review Current NPDES Program</td>
<td>PM</td>
<td>$175</td>
<td>28</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$2,524</td>
<td>$2,524</td>
</tr>
<tr>
<td>4: Preparation of Grant Documents</td>
<td>PM</td>
<td>$175</td>
<td>28</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$4,900</td>
<td>$2,524</td>
<td>$2,524</td>
</tr>
<tr>
<td>5: Public Outreach and Participation</td>
<td>PA1</td>
<td>$120</td>
<td>40</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$2,472</td>
<td>$2,472</td>
</tr>
<tr>
<td>6: Planning and Land Development Program</td>
<td>SF</td>
<td>$185</td>
<td>2</td>
<td>$370</td>
<td>$1,650</td>
<td>$370</td>
<td>$1,650</td>
<td>$370</td>
<td>$1,650</td>
<td>$191</td>
<td>$659</td>
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<tr>
<td></td>
<td>PE</td>
<td>$160</td>
<td>8</td>
<td>$1,280</td>
<td>$1,650</td>
<td>$1,280</td>
<td>$1,650</td>
<td>$1,280</td>
<td>$1,650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7: Miscellaneous Services and meetings</td>
<td>PM</td>
<td>$175</td>
<td>22</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$1,983</td>
<td>$1,983</td>
</tr>
<tr>
<td><strong>Total Not to Exceed</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$99,840</strong></td>
<td><strong>$99,840</strong></td>
<td><strong>$99,840</strong></td>
<td><strong>$99,840</strong></td>
<td><strong>$99,840</strong></td>
<td><strong>$99,840</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total for Three Years:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$299,520</strong></td>
<td><strong>$299,520</strong></td>
<td><strong>$299,520</strong></td>
<td><strong>$299,520</strong></td>
<td><strong>$299,520</strong></td>
<td><strong>$299,520</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 aPM: Assistant Project Manager, CS: Compliance Specialist, PA: Project Analyst, PE: Project Engineer, PM: Project Manager, SE: Senior Engineer
OUTSIDE CITY BUSINESS TAX

The person, firm or corporation named below is granted this certificate as evidence that the business has paid the required taxes to conduct business in City of Inglewood. This certificate is not a business license and it shall not be construed as authorizing the right to conduct or continue any business. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Name: JOHN L HUNTER AND ASSOCIATES
Location: 6131 ORANGETHORPE AVE, 300
Owner Name: JOHN HUNTER

JOHN L HUNTER AND ASSOCIATES
6131 ORANGETHORPE AVE, 300
BUENA PARK, CA 90620

OUTSIDE CITY BUSINESS TAX
Number: S-041930
Description: Consulting/Marketing
Issued Date: January 01, 2023
Expiration Date: December 31, 2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE
Form W-9
Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.


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.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=corporation, S=corporation, P=Partnership) __ S __

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.

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) ______
(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt., or suite no.) See instructions.

6. City, state, and ZIP code

Buena Park, CA 9062

6131 Orangeflorhe Ave., STE 300

7. List account number(s) here (optional)

Requester's name and address (optional)

Print or type.

See Specific Instructions on page 2.

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.

Social security number

or

Employer identification number

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.

26/1/2023

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-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.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

License #0757776

IUB International Insurance Services Inc.
10 E Alamar Ave
Santa Barbara, CA 93105

INSURED
John L. Hunter and Associates
6131 Orangethorpe Ave., Ste 300
Buena Park, CA 90620

Jeffery A Lewis

Digitally signed by Jeffery A Lewis
Date: 2023.04.12
16:18:44 -07'00"

COVERAGES

<table>
<thead>
<tr>
<th>NR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBV WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
<td>X 793-00-14-65-0009</td>
<td>8/5/2022</td>
<td>8/5/2023</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY PROFESSIONAL LIAB SV</td>
<td>X 793-00-14-65-0009</td>
<td>8/5/2022</td>
<td>8/5/2023</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY OWNED AUTOS ONLY</td>
<td>X BAS5249538</td>
<td>8/5/2022</td>
<td>8/5/2023</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY OCCUR CLAIMS-MADE</td>
<td>X 793-00-14-66-0009</td>
<td>8/5/2022</td>
<td>8/5/2023</td>
<td>$2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
revised 04-12-2023: This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

The City of Inglewood is Additional Insured with regard to the General Liability policy, when required by written contract, per the attached endorsement form GBENV GE 346 (01/19). Coverage is Primary & Non-Contributory with regard to the General Liability policy, when required by written contract, per the attached endorsement form OBENVGE 319 11/20. Waiver of Subrogation applies to the General Liability policy, when required by written contract, per the attached endorsement form OBENVGE 320 (11/20). Additional Insured with regard to the Auto Liability policy, when required by written contract, per the attached endorsement form AC8543 08/21, Primary & Non-Contributory and Waiver of Subrogation included. 30 Days Notice of Cancellation with regard to Auto Liability per the attached endorsement form CA8976 03/14.

CERTIFICATE HOLDERS

The City of Inglewood
Public Works Department
One W. Manchester Blvd.
Inglewood, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, environmental damage or personal and advertising injury caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. 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 location of the covered operations has been completed; or
2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a named insured under such other insurance; and

b. The Named Insured has agreed in writing in a contract or agreement that this insurance would:
   
   (1) Act primary to any other insurance available to the additional insured; and

   (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement 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 waive its rights of recovery against in a fully executed written contract.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition of SECTION IV – CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. Your work;

performed under a written contract with such person or organization and included in the products-completed operations hazard. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PROVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCIDENTAL AIRBAG DEPLOYMENT</td>
<td>12</td>
</tr>
<tr>
<td>ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT</td>
<td>3</td>
</tr>
<tr>
<td>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</td>
<td>20</td>
</tr>
<tr>
<td>AMENDED FELLOW EMPLOYEE EXCLUSION</td>
<td>5</td>
</tr>
<tr>
<td>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</td>
<td>14</td>
</tr>
<tr>
<td>BODILY INJURY REDEFINED</td>
<td>24</td>
</tr>
<tr>
<td>EMPLOYEES AS INSURED (Including Employee Hired Auto)</td>
<td>2</td>
</tr>
<tr>
<td>EXTRA EXPENSE - BROADENED COVERAGE</td>
<td>10</td>
</tr>
<tr>
<td>GLASS REPAIR - WAIVER OF DEDUCTIBLE</td>
<td>16</td>
</tr>
<tr>
<td>HIRED AUTO COVERAGE TERRITORY</td>
<td>22</td>
</tr>
<tr>
<td>HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)</td>
<td>6</td>
</tr>
<tr>
<td>LOAN / LEASE GAP (Coverage Not Available In New York)</td>
<td>15</td>
</tr>
<tr>
<td>NEWLY FORMED OR ACQUIRED SUBSIDIARIES</td>
<td>1</td>
</tr>
<tr>
<td>PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)</td>
<td>17</td>
</tr>
<tr>
<td>PERSONAL EFFECTS COVERAGE</td>
<td>11</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</td>
<td>8</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM</td>
<td>13</td>
</tr>
<tr>
<td>PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT</td>
<td>23</td>
</tr>
<tr>
<td>RENTAL REIMBURSEMENT</td>
<td>9</td>
</tr>
<tr>
<td>SUPPLEMENTARY PAYMENTS</td>
<td>4</td>
</tr>
<tr>
<td>TOWING AND LABOR</td>
<td>7</td>
</tr>
<tr>
<td>TWO OR MORE DEDUCTIBLES</td>
<td>18</td>
</tr>
<tr>
<td>UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS</td>
<td>19</td>
</tr>
<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</td>
<td>21</td>
</tr>
</tbody>
</table>

SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

   (1) Is a partnership or joint venture; or
   (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
   (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.
Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee"'s name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

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a. You hire, rent or borrow; or
b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
   a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
      (1) $50,000; or
      (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
      (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
e. This coverage extension does not apply to:
   (1) Any "auto" that is hired, rented or borrowed with a driver, or
   (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.
Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.
b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.
15. LOAN / LEASE GAP COVERAGE (Not Applicable in New York)

A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

   The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

   1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
      a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
      b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
      c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
      d. Transfer or rollover balances from previous loans or leases;
      e. Final payment due under a "Balloon Loan";
      f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
      g. Security deposits not refunded by a lessor;
      h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
      i. Any amount representing taxes;
      j. Loan or lease termination fees; or

   2. The actual cash value of the damage or stolen property as of the time of the "loss".

   An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

   This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

   As used in this endorsement provision, the following definitions apply:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

   A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

   Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

   No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

   Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

   The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

   a. In the charge of an "insured";
   b. Legally parked; and
   c. Unoccupied.
The "loss" must be reported to the police authorities within 24 hours of known damage. The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations. This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
   1. You, if you are an individual;
   2. A partner, if you are a partnership;
   3. Member, if you are a limited liability company;
   4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:
   a. How, when and where the "accident" or "loss" took place;
   b. The "insured's" name and address; and
   c. The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

a. Provide a 30 days prior written cancellation notice to such persons or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

As a condition of this endorsement, you must notify your agent of any written contract or agreement where you have agreed to provide notice of cancellation, other than nonpayment of premium, to a specific person or organization.

Failure to provide to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.
P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-16-2023

GROUP:
POLICY NUMBER: 9244804-2023
CERTIFICATE ID: 143
CERTIFICATE EXPIRES: 02-05-2024
02-05-2023/02-05-2024

CITY OF INGLEWOOD
1 W MANCHESTER BLVD
INGLEWOOD CA 90301-1764

SP
02-05-2023
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
Kurt Rehm

President and CEO
Karin Stein

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

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 02-05-2023 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2023-02-05 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

ENDORSEMENT #1651 - JOHN HUNTER P - EXCLUDED.

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

(REV. 7-2014)

[PIZ,HO]

PRINTED: 03-16-2023