



Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Tracey Rossine, Environmental Programs Manager

Reviewed by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, City Manager

Date prepared: June 7, 2023 Meeting date: June 26, 2023

Subject: Professional Services Agreement with Rincon Consultants, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with Rincon Consultants, Inc. to provide water quality monitoring services for the Civic Center Wastewater Treatment Facility (CCWTF).

FISCAL IMPACT: Funding for these services in the amount of \$171,000 is included in the Proposed Budget for FY 2023-24 in Account No. 515-3010-5656-00 (Civic Center Wastewater Treatment Facility) and \$40,000 is included in Account No. 101-3003-5100-00 (Clean Water Professional Services).

WORK PLAN: This item was included as item 5a in the Adopted Workplan for FY 2023-24.

DISCUSSION: On February 13, 2023, a Request for Proposals (RFP) for water quality monitoring programs in the Civic Center Area was distributed. In conjunction with the Waste Discharge Report / Water Recycling Requirement for the CCWTF and the ongoing Civic Center Groundwater Elevation Monitoring Program, the RFP required applicants to describe the firm's capabilities and experience in providing these requested services. The City received proposals from the following firms:

1. A-Tech Consulting, Inc.
2. Montrose Environmental
3. Rincon Consultants, Inc.

Staff reviewed the proposals and the three (3) consulting firms were subsequently granted qualification interviews. The interviews were conducted on April 12, 2023 via

Zoom conference. Each firm's interview presentation and RFP package were evaluated, and ability to meet the criteria listed in the RFP determined a selection.

Staff suggests authorizing the Mayor to execute an agreement with Rincon Consulting based on the quality of the proposals and the interview presentations. The City has previously utilized Rincon Consulting to provide specialized consulting services and has consistently received excellent service.

ATTACHMENTS: Professional Services Agreement for Rincon Consulting, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June 26, 2023 by and between the City of Malibu (hereinafter referred to as the "City"), and Rincon Consultants Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to water quality monitoring programs in the Malibu Civic Center Area.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT’S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 1, 2023, and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule. The cost of services shall not exceed \$211,000 per year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the

performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Rincon Consultants, Inc.
Torin R. Snyder
Principal
180 North Ashwood Avenue
Ventura, California 93003
TEL (213) 788-4842 x219

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials TRS

This Agreement is executed on _____, at Malibu, California, and effective as of July 1, 2023.

CITY OF MALIBU:

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:



By: TORIN R. SNYDER, Principal
Rincon Consultants, Inc.

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE _____
TREVOR RUSIN, Interim City Attorney



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Scope of Work (Exhibit A)

TASK I - GROUNDWATER AND SURFACE WATER SAMPLING, GROUNDWATER LEVEL MEASUREMENTS, AND LABORATORY ANALYTICAL SERVICE

Task I.1. Long-Term Monitoring of Groundwater and Surface Water Quality Monitoring

Long-term groundwater and surface water quality monitoring involves monitoring groundwater in nine shallow and deep groundwater wells and monitoring surface water quality at ten locations. The objective is to identify the impact that disposal of recycled water, via injection and landscape irrigation or percolation, may have on the water quality of the receiving groundwater, Santa Monica Bay, Malibu Creek, and Malibu Lagoon. The nine groundwater monitoring wells and ten surface water sampling locations identified in Task II have been sampled quarterly since the Malibu Civic Center Water Treatment Facility (CCWTF) operations began in 2019. This sampling is required by the MRP No. CI 10042 issued by the Los Angeles Regional Water Quality Control Board (RWQCB) (RWQCB 2015). See Section 14 of MRP No. CI 10042.

Task I.2. Salt and Nutrient Management Plan Monitoring Program

The Salt and Nutrient Management Plan (SNMP) monitoring program is an extension of the baseline and long-term groundwater and surface water monitoring programs described in Tasks I - II. Task III involves performing semi-annual groundwater monitoring at 16 groundwater monitoring wells (mix of shallow and deep) located in the Civic Center area and in a small area in the unincorporated portion of Los Angeles County. The objective is to monitor potential impacts that recycled water, introduced through irrigation and injection, may have on the Malibu Groundwater Basin. SNMP monitoring will also provide data to assess the phases of the CCWTF implementation when the collection system and treatment plant connections increase, and as discharges from private sewage disposal systems cease.

Task I.3. Memorandum of Understanding Compliance Monitoring

Compliance with the MOU corresponds with baseline and long-term groundwater and surface water monitoring programs described in Tasks I - III. Task IV involves performing semi-annual monitoring at 14 groundwater wells located in the Civic Center area. The objective is to monitor for potential water quality improvements in Malibu Lagoon, and in the ocean adjacent to Malibu Road homes, as a result of CCWTF implementation.

Task I.4. Civic Center Groundwater Elevation Monitoring Program

The Groundwater Elevation Monitoring Program was designed to assess groundwater elevations and groundwater elevation gradients in the Malibu Valley Groundwater Basin and in Winter Canyon

Groundwater Basin. The objective is to provide a better understanding of the groundwater elevation conditions of the Civic Center area, including elevation trends related to precipitation, tidal, and lagoon influences.

Task I.5. Groundwater Well Survey

The groundwater monitoring wells must be surveyed for the horizontal, vertical, and well depth information for the all monitoring wells identified in the WDR, SNMP, and City elevation monitoring program. The objective is to provide the electronic data to the State Water Resources Control Board (SWRCB) GeoTracker database under Global ID WDR100000359 in compliance with the State’s [Electronic Submittal of Information](#) (ESI) requirements. This task is not ongoing and will be complete once the data is uploaded to the GeoTracker online portal.

Activities Schedule

Consultant will perform the following routine activities:

- Collect and analyze surface water samples for MRP compliance quarterly (Task I.1)
- Collect and analyze groundwater samples for SNMP compliance semi-annually (Task I.2)
- Collect and analyze groundwater samples for MOU compliance semi-annually (Task I.3)
- Measure depth to water in the groundwater monitoring wells monthly (Task I.4)
- Collect vertical, horizontal, and well depth information for the groundwater monitoring wells one time only (Task I.5)
- Prepare Groundwater and Surface Water Monitoring Reports quarterly and annually (Task II)
- Submit all reports electronically to City (Task II)

Groundwater Elevations and Gradients

Depth to water is measured monthly in 42 groundwater monitoring wells using an electronic water level indicator. The locations of all groundwater monitoring wells are shown on Figure 2. Construction details of the 42 groundwater monitoring wells are shown in Table 1. Of the 43 groundwater monitoring wells, seven of the wells do not have elevation data for the top of well casing. Therefore, groundwater elevations are not calculated in these seven groundwater wells. The groundwater elevation monitoring wells included in the program are described below.

- Shallow Zone Groundwater Elevation Monitoring – The shallow zone groundwater elevation monitoring wells are shown below (see Figure 2).

| | | |
|------------|-----------|------------|
| C-1 | C-2 | CCPE |
| CCPNE | CCPSW | CCW-4 |
| GH6-M1 | GH8-M3 | M6-1 |
| M6-2 | M7-1 | M7-2 |
| MBCMw-5 | MBCMw-7 | MBCMw-8 |
| MBCMw-9 | MBCMw-10 | MCWP-MW04S |
| MCWP-MW07S | MCWP-MW08 | MCWP-MW10 |

P-4
SMBRP-6
SMBRP-9
SMBRP-15B

P-9
SMBRP-7B
SMBRP-12
SMBRP-16

SMBRP-2
EC-RC-MW01
SMBRP-13

- Deep Zone Groundwater Elevation Monitoring – The deep zone groundwater elevation monitoring wells are shown below (see Figure 2).

MCWP-MW01
MCWP-MW02
MCWP-MW03
MCWP-MW04D

MCWP-MW05
MCWP-MW06
MCWP-MW07D
MCWP-MW09

- Winter Canyon Groundwater Elevation Monitoring – The Winter Canyon groundwater elevation monitoring wells are shown below (see Figure 2).

LAMW-5S
SMBRP-11

Groundwater Sampling

Groundwater sampling events take place quarterly each year. Each program task has certain wells assigned to it, and some of the wells' required sampling overlaps between tasks. A program summary showing all monitoring wells, laboratory analytes (sampled constituents), and the monitoring frequencies is provided in Table 2. All locations are shown on Figure 2. Below are the well identifiers for each task.

- Task II – Long-Term Monitoring Wells

LAMW-5S
SMBRP-9
SMBRP-11
SMBRP-12

MCWP-MW04D
MCWP-MW07S
MCWP-MW07D
MCWP-MW09

MCWP-MW04S

- Task III – Salt and Nutrient Management Plan Wells

LAMW-5S
SMBRP-7B
SMBRP-9
SMBRP-11
SMBRP-12
CCPE

SMBRP-13
MBCMw-9
MCWP-MW04S
MCWP-MW04D
MCWP-MW05

MCWP-MW07S
MCWP-MW07D
MCWP-MW09
MCWP-MW10
MCWP-MW06

- Task IV – Memorandum of Understanding Wells

LAMW-5S
SMBRP-7B
SMBRP-9
SMBRP-11
SMBRP-12

SMBRP-13
MBCMw-9
MCWP-MW04S
MCWP-MW04D
MCWP-MW07D

MCWP-MW07S
MCWP-MW09
MCWP-MW10
CCPE

The sampling frequencies associated with each task and MRP (Program) group are summarized below, and they are also presented with each well and group's assigned analytes in Table 2.

| Program Tasks | Program Groups | | | | |
|--|-------------------------------------|----------------------------------|----------------------------------|----------------------------------|--|
| | Chemistry General (full list) | Chemistry General (subset) | MRP Attachments A-1 to A-5 | MRP Attachment C (CECs) | MRP Attachment D (Priority Pollutants) |
| Long-Term Groundwater Monitoring (Task II) | Quarterly | -- | Annual | Annual | Annual |
| Salt and Nutrient Management Plan (Task III) | -- | Semi-annual | -- | -- | -- |
| Memorandum of Understanding (Task IV) | -- | Semi-annual | -- | -- | -- |

Prior to sampling, a minimum of three casing volumes are purged from each well by using a submersible pump. Purging is stopped when consecutive water quality measurements (temperature, electrical conductivity, and pH) vary by less than 10 percent or until the well purged dry, whichever occurs first. Field equipment are decontaminated between each well. Purged groundwater and decontamination water are stored in 55-gallon drums approved by Department of Transportation (DOT). Consultant must coordinate with City staff for disposal of purge water.

Once each well is purged, groundwater samples are collected using preserved and non-preserved containers. The containers are capped, labeled, placed in sealed plastic bags, and stored on ice in a cooler pending delivery to the laboratory.

Groundwater Laboratory Analysis

Groundwater samples must be analyzed by a California state-certified laboratory. All constituent testing methods shall be in conformance to the requirements of the order as identified in MRP Section II.1.F Monitoring Requirements. The groundwater analytes tested for each program task are shown in Table 2. The laboratory analytical methods currently used to quantify the concentrations of these groundwater analytes are shown in Table 3.

For each groundwater analyte shown in Table 2, the consultant must provide a proposed analytical method, the associated detection limit, and a side by side comparison with the detection limits required under the MRP.

1. Surface Water Sampling

During each quarterly surface water sampling event, six surface water samples are collected from Malibu Creek and Lagoon, and four ocean water samples are collected from the near shore area along Malibu Road (see Figure 2).

Surface water samples from nearshore are collected from each location at a depth of approximately 3-6 inches (ankle deep). Surface water samples from Malibu Creek and Lagoon are collected from each location at a depth of approximately twelve inches below the surface of the water. All surface

water samples are collected up-current of the sampling technician's body to minimize the potential for contaminating the surface water sample with bacteria that may originate from field personnel. Surface water samples are collected in a field sampling container and then transferred into preserved and non-preserved containers supplied. The containers are capped, labeled, placed in sealed plastic bags, and stored on ice in a cooler pending delivery to a California state-certified laboratory.

2. Surface Water Laboratory Analysis

Surface water samples must be analyzed by a California state-certified laboratory. The surface water analytes tested for each program are shown in Table 2. The laboratory analytical methods currently used to quantify the concentrations of these surface water analytes are shown in Table 3.

For each surface water analyte shown in Table 2, the consultant shall provide a proposed analytical method, the associated detection limit, and a side by side comparison with the detection limits required under the MRP.

3. Field Sampling and Analytical Laboratory Quality Assurance/Quality Control (QA/QC)

Field Sampling QA/QC measures must be performed in accordance with the MRP. The California state-certified laboratory shall perform QA/QC measures, including the recovery of surrogates, as per method requirements. Any exceedances of QA/QC criteria shall be indicated in the Case Narrative of the analytical laboratory report. A DQF column of the analytical reports must show all applicable QC flags with definitions for the QC flags to be provided with the analytical tables. Laboratory QA/QC reports shall be included in quarterly and annual Groundwater and Surface Water Monitoring Reports.

TASK II- DATA MANAGEMENT AND REGULATORY REPORTING

Groundwater and Surface Water Monitoring Reports shall be prepared in conformance with the requirements for surface water and groundwater as identified in Section III Reporting Requirements of the MRP. The Consultant shall upload the monitoring data to the State Water Resources Control Board Geotracker online portal by the deadline. All data must adhere to the State's [Electronic Submittal of Information](#) (ESI) requirements. Wastewater treatment plan effluent sampling, analysis, and reporting is not part of the scope of work.

TASK III - PROJECT MANAGEMENT

The Consultant will implement the City's water quality monitoring procedures and policies; provide comprehensive management of the project; and respond within one (1) business day to questions from the City.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. A transmittal letter will accompany each invoice to summarize the work performed on each authorized task. Invoices shall also include monthly and total expended project budget numbers for labor, laboratory, and other direct expenses for the following tasks.

Task I – Groundwater and Surface Water Monitoring

- I.A Quarterly sampling (Task I.1 events excluding Tasks I.2 and I.3)
- I.B Quarterly sampling (Task I.1 events including Tasks I.2 and I.3)

- I.C Annual sampling (Task I.1 annual event including once per year analytes)
- I.D Monthly groundwater elevation measurements.

Task II – Data Management and Regulatory Reporting

- II.A Data management
- II.B Quarterly reports
- II.C Annual report

Task III – Project Management



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Cost Estimate for a Three-Year Period (July 1, 2023 – June 30, 2026)

| Tasks | Labor Cost | Direct Expense | Hours | Total Bid Price |
|--|------------------|------------------|------------|------------------|
| Task II Long-Term Monitoring of Groundwater and Surface Water Quality Monitoring | | | | |
| Quarterly, Semi-Annual, and Annual (WDR/WRR, SNMP, MOU) | \$48,940 | \$6,083 | 284 | \$55,023 |
| Laboratory Analysis | - | \$95,726 | - | \$95,726 |
| Coordination, Data Management, and General Project Management | \$11,134 | - | 54 | \$11,134 |
| Compliance Reports (quarterly and annual) | \$21,832 | | 120 | \$21,832 |
| Subtotal | \$81,906 | \$101,809 | 458 | \$183,715 |
| Task III Salt and Nutrient Management Plan Monitoring Program | | | | |
| Semi-Annual | \$3,288 | - | 16 | \$3,288 |
| Laboratory Analysis (excludes additional MRP attachment tables) | - | \$3,554 | - | \$3,554 |
| Coordination, Data Management, and General Project Management | \$2,486 | - | 12 | \$2,486 |
| Subtotal | \$5,774 | \$3,554 | 28 | \$9,328 |
| Task IV Memorandum of Understanding Compliance Monitoring (costs are covered by previous tasks) | | | | |
| Subtotal | - | - | - | - |
| Task V Civic Center Groundwater Elevation Monitoring Program | | | | |
| Monthly | \$12,050 | \$1,828 | 68 | \$13,878 |
| Data Management | \$1,400 | - | 8 | \$1,400 |
| Project Management | \$2,792 | - | 14 | \$2,792 |
| Subtotal | \$16,242 | \$1,828 | 90 | \$18,070 |
| Alternative Task V Modified Civic Center Groundwater Elevation Monitoring Program | | | | |
| Pressure Transducer Procurement | \$921 | \$13,944 | 5 | \$921 |
| Pressure Transducer Mobilization | \$1,560 | \$296 | 8 | \$1,560 |
| Quarterly Data Processing/Management (data download included in quarterly sampling Tasks II, III, IV) | \$3,168 | | 15 | \$3,168 |
| Subtotal | \$5,649 | \$14,239 | 28 | \$19,888 |
| Optional Task VII Groundwater Monitoring Well Maintenance | | | | |
| Routine Maintenance | \$1,140 | \$1,200 | 6 | \$2,340 |
| Specialized Maintenance (cost based on recent CCPE repair) | \$1,020 | \$6,900 | 5 | \$7,920 |
| Subtotal | \$2,160 | \$8,100 | 11 | \$10,260 |
| Core Tasks | \$103,922 | \$107,190 | 576 | \$211,112 |
| with Alternative Task V | \$93,329 | \$119,601 | 519 | \$212,930 |
| Core Tasks + Optional Task VII | \$106,082 | \$115,290 | 587 | \$221,372 |
| with Alternative Task V | \$95,489 | \$127,701 | 530 | \$223,190 |

Note: Yearly groundwater elevation monitoring costs would be \$3,168 following installation of pressure transducers in Alternative Task V, bringing annual budget to \$196,210.

Standard Fee Schedule for a Three-Year Period (July 1, 2023 – June 30, 2026)

| Professional, Technical and Support Personnel* | Hourly Rate |
|--|-------------|
| Principal II | \$304 |
| Director II | \$304 |
| Principal I | \$294 |
| Director I | \$294 |
| Senior Supervisor II | \$276 |
| Supervisor I | \$258 |
| Senior Professional II | \$241 |
| Senior Professional I | \$225 |
| Professional IV | \$200 |
| Professional III | \$185 |
| Professional II | \$165 |
| Professional I | \$147 |
| Associate III | \$124 |
| Associate II | \$110 |
| Associate I | \$103 |
| Field Technician | \$89 |
| Data Solutions Architect | \$185 |
| Senior GIS Specialist | \$177 |
| GIS/CADD Specialist II | \$158 |
| GIS/CADD Specialist I | \$142 |
| Technical Editor | \$139 |
| Project Accountant | \$118 |
| Billing Specialist | \$101 |
| Publishing Specialist | \$113 |
| Clerical | \$101 |

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

Reimbursable Expenses

| Direct Cost | Rates |
|------------------------------------|--|
| Photocopies – Black and White | \$0.25 (single-sided), \$0.45 (double-sided) |
| Photocopies – Color | \$1.55 (single-sided), \$3.10 (double-sided) |
| Photocopies – 11 x 17 | \$0.55 (B&W), \$3.40 (color) |
| Oversized Maps | \$8.50/square foot |
| Digital Production | \$15/CD, \$20/flash drive |
| Light-Duty and Passenger Vehicles* | \$90/day |
| 4WD and Off-road Vehicles* | \$150/day |

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

| Equipment | Day Rate |
|--|----------|
| Environmental Site Assessment | |
| Soil Vapor Extraction Monitoring Equipment | \$160 |
| Four Gas Monitor | \$137 |
| Flame Ionization Detector | \$110 |
| Photo Ionization Detector | \$82 |
| 500-Gallon Water Tote | \$77 |
| Hand Auger Sampler | \$62 |
| Water Level Indicator, DC Purge Pump | \$46 |

| Equipment | Day Rate |
|--|---------------|
| CAPDash | \$7,500 |
| Natural Resources Field Equipment | |
| UAS Drone | \$276 |
| Spotting or Fiberoptic Scope | \$170 |
| Pettersson Bat Ultrasound Detector/Recording Equipment | \$170 |
| Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera) | \$113 |
| GPS (Sub-meter Accuracy) | \$67 |
| Infrared Sensor Digital Camera or Computer Field Equipment | \$57 |
| Scent Station | \$23 |
| Laser Rangefinder/Altitude | \$11 |
| Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar | \$9 |
| Mammal Trap, Large/Small | \$1.55/\$0.55 |
| Water and Marine Resources Equipment | |
| Boat (26 ft. Radon or Similar) | \$621 |
| Boat (20 ft. Boston Whaler or Similar) | \$345 |
| Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS | \$170 |
| Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature) | \$62 |
| Refractometer (Salinity) or Turbidity Meter | \$38 |
| Large Block Nets | \$114 |
| Minnow Trap | \$98 |
| Net, Hand/Large Seine | \$57 |
| Field Equipment Packages | |
| Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment) | \$113 |
| Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$144 |
| Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope) | \$170 |
| Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets) | \$57 |
| Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.) | \$57/diver |
| Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides) | \$57 |
| Insurance, Hazard and Fees | |
| Historic Research Fees | \$55 |
| L&H Dive Insurance | \$57/diver |
| Level C Health and Safety | \$70/person |

All rates shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, and courier service.

Other Direct Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Water quality monitoring consulting services shall be provided on a time and materials cost basis, and adhere to contractually agreed upon rates. Work will be conducted only upon authorization from the City of Malibu.