



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works
Bernardo Iniguez, Public Works Manager

SUBJECT: Consideration and possible action to adopt Resolution No. 16-XX – A Resolution authorizing the City Manager to execute a Cooperative Implementation Agreement with Caltrans for the design and construction of a stormwater capture project at Mayfair High School.

DATE: June 13, 2016

EXECUTIVE SUMMARY

This action would authorize the City Manager to execute a Cooperative Implementation Agreement with Caltrans to provide grant funds for the design and construction of a stormwater capture project at Mayfair High School.

RECOMMENDATION TO THE CITY COUNCIL

- 1) Adopt Resolution No. 16-XX; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

Caltrans would provide the City with a grant of up to \$13 million with no City matching funds required. The grant would provide for the design and construction of a stormwater capture project located at Mayfair High School, which is within the Los Cerritos Channel Watershed. The City would need to enter into a future Memorandum of Understanding (MOU) with the City of Lakewood and the Bellflower Unified School District to construct and maintain the stormwater capture project.

BACKGROUND

On October 14, 2013, the City entered into a MOU with other cities within the Los Cerritos Channel Watershed for the preparation of the Los Cerritos Channel Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP). On June 9, 2014, the City Council authorized the submittal of the WMP and CIMP to the Los Angeles Regional Water Quality Control Board (Regional Board). The WMP contains the methods by which the City will comply with the stormwater requirements contained in the Los Angeles County National Pollutant Discharge Elimination System (NPDES) Permit, which now includes Total Maximum Daily Load (TMDL) requirements.

The CIMP provides for required monitoring to measure the amount of pollutants in the Los Cerritos Channel Watershed. The monitoring helps determine if the programs in the WMP are having an impact on the reduction of pollutants. In addition to the required monitoring, the cities must demonstrate to the Regional Board their ability and commitment to fund specific stormwater quality projects. The City budgeted \$100,000 in fiscal year 2015/2016 for preliminary engineering for a possible joint stormwater capture project between the Cities of Bellflower and Lakewood to demonstrate its commitment to fund a stormwater project.

It is anticipated that compliance with the stormwater requirements will cost cities in the Los Cerritos Channel Watershed in the tens of millions of dollars over the next 10 years. Funding for the capital improvements required to comply with the WMP is uncertain. The City has participated in the League of Cities/California Contract Cities Association's efforts to identify and develop stormwater funding options. The City has also been supportive of efforts to designate portions of new proposed Measure R funds towards stormwater projects, including Green Streets.

Caltrans, which has various rights-of-way within the Los Cerritos Channel Watershed, is also subject to stormwater requirements contained in the Caltrans NPDES Permit. The Caltrans NPDES Permit allows Caltrans to collaborate with local agencies on the implementation of stormwater capture projects, with Caltrans providing grant funds for design and construction of such projects, while the local agencies assume long-term maintenance responsibilities. Caltrans in turn receives credits for complying with the Caltrans NPDES Permit's stormwater requirements.

The WMP identifies possible stormwater capture projects that would capture dry-weather runoff and stormwater runoff throughout the Los Cerritos Channel Watershed. For some time now, the Watershed Group's consultant, Richard Watson, has been discussing possible funding of watershed projects through one or more Cooperative Implementation Agreements with Caltrans, including successfully securing grant funding for two stormwater capture projects last fiscal year, one in the City of Long Beach in collaboration with the City of Signal Hill, and another in the City of Lakewood.

One of the possible projects identified in late 2014 was a stormwater capture project at Mayfair High School that would treat dry-weather flows coming from Bellflower through the Palo Verde Channel. For the past two years, we have participated in several meetings with the Bellflower Unified School District, L.A. County Flood Control District, and the City of Lakewood, with all agencies being in support of a stormwater capture project at Mayfair High School. On April 22, 2016, Public Works was informed by Mr. Watson that Caltrans was interested in providing funding to the City of Bellflower for the proposed stormwater capture project at Mayfair High School.

DISCUSSION

The proposed stormwater capture project at Mayfair High School will capture discharges from an area of approximately 963 acres. A water capture facility at this site would greatly assist Caltrans and the municipalities to come into compliance with the metals TMDLs by reducing the transport of metals downstream to the Los Cerritos Channel.

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Cooperative Implementation Agreement
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Project elements include initial engineering and geotechnical assessments, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, construction of a pre-treatment facility or facilities, excavation and construction of a high void underground storage/infiltration chamber, disposal of excavated soil, and reconstruction of disturbed portions of the site.

Given the technical nature of the project, the Public Works Department will retain the services of consultants to assist with project management, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management. Construction contractors will then be selected through the City’s procurement procedures. City staff assigned to manage the project will charge hours to the project in accordance with Caltrans requirements.

Key requirements of this Caltrans grant stipulate that 1) the City enter into the Cooperative Implementation Agreement with Caltrans prior to June 30, 2016; and 2) the proposed project be funded through three Caltrans fiscal year allocations (from FYs 2015/2016 through 2017/2018). In order to meet these very tight project milestones, the City of Bellflower will need to serve as the lead agency, entering directly into the grant agreement with Caltrans. Bellflower will then need to enter into a separate MOU with the City of Lakewood and the Bellflower Unified School District. This MOU will establish critical project delivery milestone dates, and define project costs responsibilities, as well as long-term maintenance and upkeep responsibilities.

The preliminary budget for the proposed project is \$12,950,000. Based on the preliminary project timeline, design would commence in September 2016 and construction would be completed in June 2019.

CEQA

If the Cooperative Implementation Agreement is executed, an environmental impact assessment will be conducted in November 2016.

ATTACHMENT

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CITY OF BELLFLOWER
RESOLUTION NO. 16-XX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE IMPLEMENTATION AGREEMENT WITH CALTRANS FOR THE DESIGN AND CONSTRUCTION OF A STORMWATER CAPTURE PROJECT AT MAYFAIR HIGH SCHOOL

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of Bellflower hereby authorizes the City Manager to execute the attached Cooperative Implementation Agreement, in a form approved by the City Attorney, with the California Department of Transportation (Caltrans) for the design and construction of a stormwater capture project at Mayfair High School.

SECTION 2. This Resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 3. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. To the extent that any other resolution pertaining to a Cooperative Implementation Agreement with Caltrans is incorporated into this Resolution, it is superseded in its entirety.

SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER ON THIS ____ DAY OF ____ 2016.

Dan Koops, Mayor

Attest:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Attachment: Cooperative Implementation Agreement

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 13, 2016, is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the CITY OF BELLFLOWER, a body politic and a municipal corporation of the State of California, referred to herein as “AGENCY”. CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY’s jurisdiction.
2. As per Attachment IV of the Caltrans National Pollutant Discharge Elimination Permit Order 2012-0011-DQW (NPDES Permit), Section I.A, CALTRANS and AGENCY are to collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) Bellflower Water Capture Project (hereinafter referred to as “Water Capture Facility”). CALTRANS has agreed to contribute an amount not to exceed Thirteen Million Dollars (\$13,000,000) to AGENCY for AGENCY to construct the Water Capture Facility, within the regional area under the jurisdiction of AGENCY to comply with the TMDL. The NPDES Permit (including Attachment IV) is located at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtm
3. AGENCY has agreed to implement Bellflower Water Capture Facility Project (hereinafter referred to as the “PROJECT”) subject to the terms and conditions of this Agreement including all attached hereto that are incorporated herein and made a part of this Agreement (collectively referred to as the “AGREEMENT”).
4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
5. CALTRANS will be credited with one (1) Compliance Unit (CU) for each Eighty Eight Thousand Dollars (\$88,000) paid to AGENCY. A compliance unit is defined as one (1) acre of CALTRANS’s Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy Six Thousand Dollars (\$176,000) per CU. The State Water Resources Control Board (“State Water Board”) is encouraging collaborative efforts and Cooperative Implementation Agreements, and uses a 50% discount for CU in dollars contributed to the Cooperative Implementation. This sets the CU equivalent at Eighty Eight Thousand Dollars (\$88,000).
6. Cooperative Implementation has the following advantages: (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs)

and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.
8. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State of California	\$13,000,000

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SECTION I

All sections of this agreement including the recitals are enforceable.

1. AGENCY has agreed to implement PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, timeline, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
3. AGENCY will develop and construct the Water Capture Facility in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and Right-of-Way need for the PROJECT. This work is the AGENCY equivalent to Caltrans process of Project Initiation Document (PID), Project Approval & Environmental Document (PA & ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for coordinate, prepare, obtain, implement, renew, and amend all any permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet CEQA requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. AGENCY shall be reimbursed for actual costs not exceeding the amount provided in the AGREEMENT herein
7. CALTRANS shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of the AGREEMENT by AGENCY.
8. The total amount reimbursable to AGENCY pursuant to this AGREEMENT by CALTRANS shall not exceed \$13,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such

documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described herein this Agreement; or(ii) release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by PROJECT.
 11. CALTRANS independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS Right-of-Way (ROW). CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.
 12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule.
 13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
 14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.
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SECTION II – GENERAL PROVISIONS.

1. TERMINATION

- A. This AGREEMENT may be terminated by PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and prior costs incurred by AGENCY.
- B. CALTRANS reserves the right to terminate this agreement before the AGENCY awards the construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.
- C. This Agreement will terminate upon completion of PROJECT that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except for all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
- D. AGENCY has sixty (60) days after the effective date of AGREEMENT termination, or such other time agreed upon in writing by PARTIES, to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. BUDGET CONTINGENCY CLAUSE

All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended if possible to reflect any reduction in funds, but nothing herein obligates parties to provide additional funding or proceed if sufficient funding is unavailable

3. ALLOWABLE COST, PAYMENTS AND INVOICING

- A. The method of payment for this Agreement will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.
- B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT WORK. AGENCY must not only have incurred the expenditures on or after the Effective Date of this AGREEMENT and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

- C. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by AGENCY to participate in OBLIGATIONS incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this Agreement.
- D. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation

Division of Environmental Analysis – Stormwater Program

Attention: Constantine Kontaxis, MS 27

P.O. Box 942874

CA, 94271-0001

- E. Invoices shall include the following information:
- 1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the agreement. Details included on the cover sheet are:
 - a. Invoice Date
 - b. Contract Number
 - c. Invoice Number
 - d. Billing period (performance period), specified with beginning and ending dates. Best towards top of page.
 - e. Brief description of the work performed
 - f. Summary of total dollar amount billed to date
 - i. Previous month invoice balance
 - ii. Amount billed this month
 - iii. Total amount billed including current invoice amount
 - g. Total amount due
 - h. Summary of charges
 - i. Agency (city) Labor Costs
 - ii. Sub-Vendor Labor Costs (consultant)
 - iii. Sub-Vendor Direct Costs (materials, equipment, miscellaneous itemized costs)
 - iv. Other Direct Costs
 - i. Discounts (if applicable)
 - j. Remittance information including name and address
 - k. Agency Contract Manager's name, address and phone number
 - l. Agency Contract Manager's signature and signature block
 - m. Caltrans Contract Manager's name and address

n. Caltrans Contract Manager's signature block (optional)

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The Caltrans' Contract Manager needs an invoice with sufficient detail to verify the charges are allowable under the agreement with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

Agency labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

- a. Name (first and last)
- b. Hours charged
- c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
- d. Month, day and year of the charges
- e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the Caltrans Contract Manager

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

Agency personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the Caltrans' website at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. Attached is the Travel Expense Claim (TEC) form.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show the AGENCY contract manager reviewed and approved the payment. Caltrans requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and assumes the agency has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a Progress Report for the billing period. This report includes:

- a. Work performed during the billing period (can be in a bullet format)

- b. Contract progress estimate -- percentage of work completed (not dollar based)
- c. Work anticipate during the next billing cycle (can be in a bullet format)
- d. Total amount spent during the billing period (agency personnel, agency direct costs, subcontractor costs and total)
- e. Total amount spent to date (agency, subcontractor, total)
- f. Percentage of Caltrans Interagency Agreement (CIA) funds used to date.
[Total (agency and subcontractor)/CIA not to exceed amount]

4. COST PRINCIPLES

- A. If PARTIES fund any part of OBLIGATIONS with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
- B. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.
- C. PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final voucher.

5. INDEMNIFICATION

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this Agreement. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this Agreement.

6. RETENTION OF RECORDS/AUDITS

- A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of

- completion, and provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.
 - C. This AGREEMENT be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
 - D. CALTRANS, the state auditor, Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records and any party hired by AGENCY to participate in PROJECT, for audit, examination, excerpt, or transcription.
 - E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.
 - F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. DISPUTES

- A. PARTIES will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.
- B. If PARTIES do not reach a resolution, AGENCY' legal counsel will initiate mediation. PARTIESS agree to participate in mediation in good faith and will share equally in its costs.

- C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if either PARTY stops fulfilling OBLIGATIONS, the other PARTY may seek equitable relief to ensure that OBLIGATIONS continue.
- D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.
- E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.
- F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. NOTIFICATION OF PARTIES

- A. AGENCY Project Manager name, title and phone number
- B. CALTRANS's Contract Manager name, title and phone number
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Bellflower
Attention: Jeffrey L. Stewart
16600 Civic Center Drive
Bellflower, CA 90706

California Department of Transportation
043/Environmental
Attention: Constantine N. Kontaxis
1120 N. St. MS 27
Sacramento, CA 95814
Mail to: P.O. Box 942874, 92427

SECTION III - ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

- I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement
- II. Scope of Work, Description, Timeline, Location and Budget

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SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

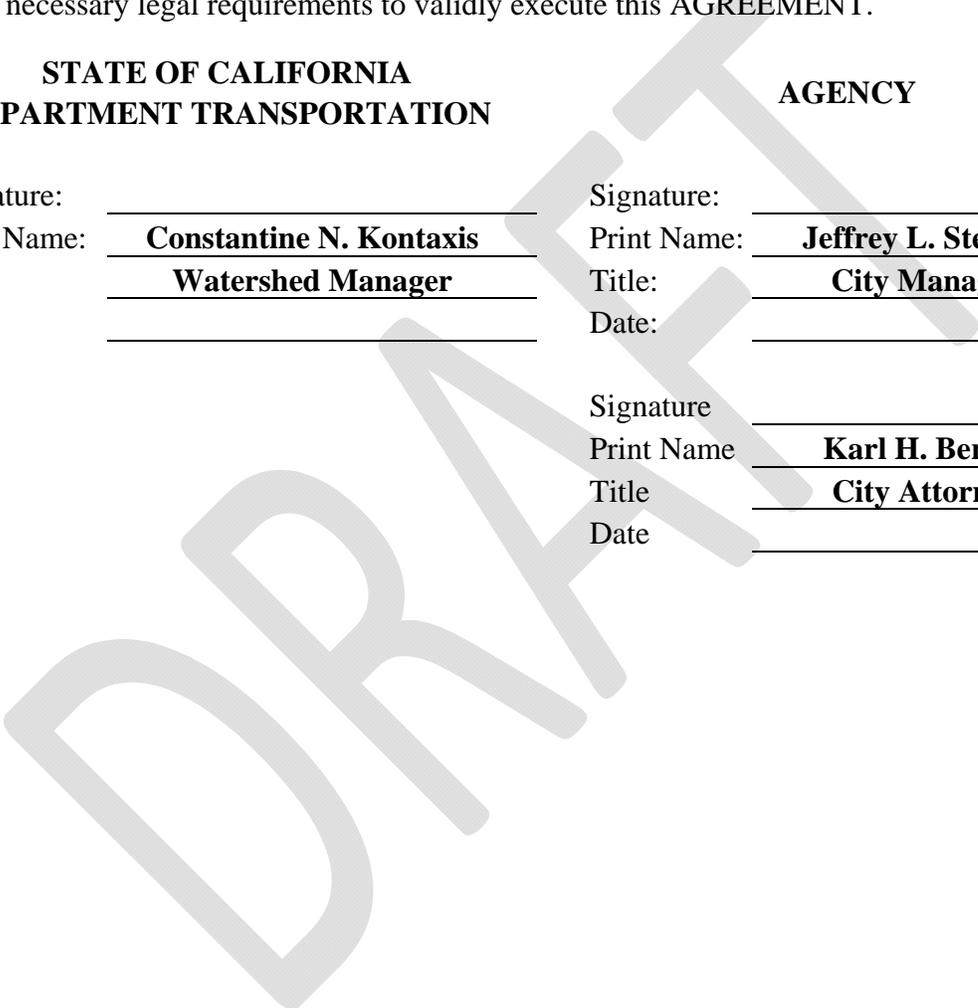
**STATE OF CALIFORNIA
DEPARTMENT TRANSPORTATION**

AGENCY

Signature: _____
Print Name: **Constantine N. Kontaxis**
Title: **Watershed Manager**
Date: _____

Signature: _____
Print Name: **Jeffrey L. Stewart**
Title: **City Manager**
Date: _____

Signature _____
Print Name **Karl H. Berger**
Title **City Attorney**
Date _____



ATTACHMENT II – SCOPE SUMMARY

Bellflower Water Capture Project

The City of Bellflower is a member of the Los Cerritos Channel Watershed Group that has an approved Watershed Management Program (WMP). The highest priority pollutants addressed by the WMP are the metals in Los Cerritos Channel Metals TMDLs established by USEPA and the metals and legacy organics in the Harbor Toxics TMDL adopted by the Los Angeles Regional Water Quality Control Board. The WMP addresses these and other pollutants through a multi-pronged strategy that includes water capture and infiltration, as well as water capture and use. The Reasonable Assurance Analysis prepared for the WMP indicates that the total critical year storm volume target for capture for the City of Bellflower is 1,137.4 acre-feet. To capture this volume of water during the year would require an estimated total best management practice (BMP) capture volume of 118.2 acre-feet if TMDL compliance were totally dependent on water capture. The Watershed Group does not intend to be totally dependent on water capture. The proposed project is intended to provide 10-12 acre-feet of the required capture volume. It is also employing true and operational source control (pollution prevention) and TSS reduction. In addition, it is implementing distributed LID and green streets to reduce the need for expensive centralized water capture facilities.

The Watershed Group has chosen to emphasize dry-weather urban runoff and stormwater capture and infiltration or use over treatment to comply with metals TMDLs while addressing other pollutants and water supply issues. To provide the flexibility to use captured dry and wet weather urban runoff in case infiltration is infeasible, the Watershed Group initially proposed locating water capture facilities initially under parks and golf courses. This project will be the first one to be done in coordination with a school district to locate a project under school athletic fields. Later, the Watershed Group proposes to work with private and public landowners to locate projects under large parking lots. This project replaces a project included in the WMP at Caruthers Park in Bellflower because it is further downstream and will allow capture of dry-weather and wet-weather runoff from a larger tributary area in Bellflower, plus a small area of Lakewood. The project will also capture runoff from approximately 1.1 miles of CA 91. The project site is actually in the City of Lakewood, across the street from Bellflower, and the high school is in the Bellflower Unified School District. The site is adjacent to the upper end of the Palo Verde Channel. The City and the District are currently working with the Los Angeles Flood Control District on how to replace the existing under-designed channel next to the school.

The proposed water capture facility at Mayfair High School would include a diversion structure to redirect all dry-weather urban runoff and the first flush of wet-weather runoff from the channel through one or more pre-treatment devices to remove trash, debris, and sediment before conveying the water into a large, buried multi-chambered storage/infiltration facility with a targeted storage capacity of at least eight (8) acre-feet. Depending on the results of a geotechnical analysis, a series of rock-filled wick drains may be constructed on the bottom of a portion of the storage chamber to facilitate infiltration. The density, depth, and diameter of these drains (dry wells) will be determined during the site evaluation stage of project design. A potentially precedent setting element of this project is that it involves the Lakewood Water Resources Department, and it includes the capture of stormwater and the blending of the treated captured stormwater with recycled water in order to augment the water available through the recycled water distribution system.

The proposed project will initially involve an evaluation of how to best achieve multiple objectives of 1) capturing dry weather runoff in order to eliminate the transport of metals and other pollutants to the Los Cerritos Channel during dry weather; 2) capturing at least the first flush of wet-weather runoff to reduce the load of pollutants transported downstream to the Metals TMDL compliance point at the Stearns Street monitoring site; and 3) reducing the amount of potable water and/or recycled water used for irrigation of parks and other public open space in the City.

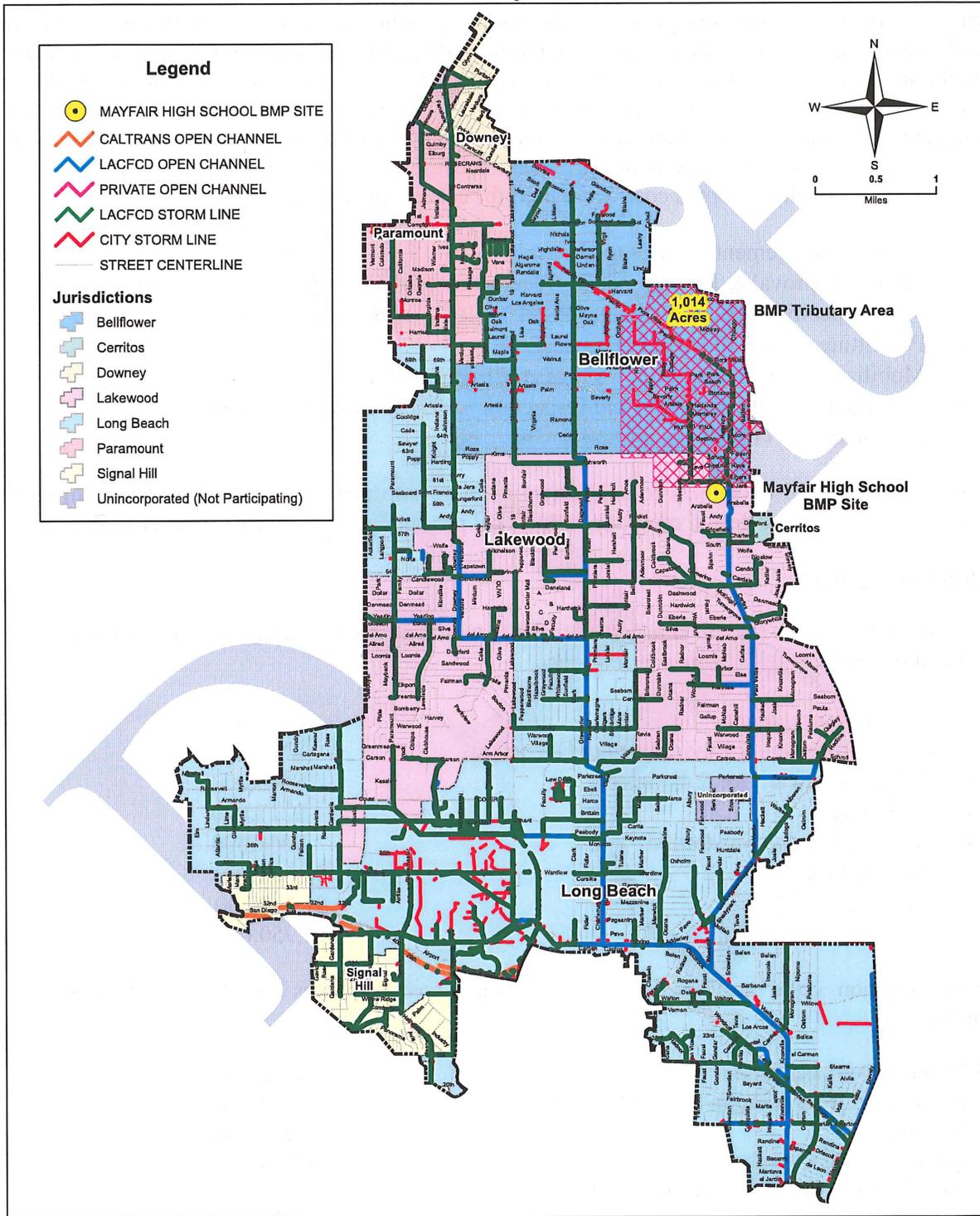
The Mayfair High School site (see Figure 1) would capture discharges from approximately 963 acres of sub-basin 10, a 3,403-acre sub-basin within the Los Cerritos Channel Watershed. A water capture facility at this site could greatly assist Caltrans and the municipalities to come into compliance with the metals TMDLs by reducing the transport of metals downstream to the Los Cerritos Channel. A water capture facility at this site with a capacity of 10-12 acre-feet would capture wet-weather discharges equivalent to a site of approximately 200 to 240 acres.

The project involves initial engineering and geotechnical assessments, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, construction of a pre-treatment facility or facilities, excavation and construction of a high void underground storage/infiltration chamber, disposal of excavated soil, and reconstruction of disturbed portions of the site. In addition, the project includes development and approval of a Memorandum of Understanding for the long-term management, operation, and maintenance of the constructed water capture facility.

The City of Bellflower will enter into a Cooperative Implementation Agreement with Caltrans and consultants will be hired to manage the project, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management. Contractors will be selected through City of Bellflower procurement procedures. City staff assigned to manage the project will charge hours to the project in accordance with the Caltrans requirements under this agreement.

Los Cerritos Watershed

Bellflower Project Location



Richard Watson & Associates, Inc.

Date: 6/2/2016

Cost Estimate

A planning-level cost estimate has been prepared for the Mayfair High School water capture project. During the preliminary concept phase it is difficult to produce a precise cost estimate because the specific details pertaining to the project have not been determined; therefore, the costs are presented as preliminary estimates. The cost estimates consider the costs associated with planning, design, permits, an environmental assessment, construction, construction administration and inspections, contingency, and mobilization. Land acquisition costs may be of importance for other projects, but are not considered in the cost estimates presented because the site is on publically controlled land. The following generally accepted costs were used for cost estimates presented:

- Project Management – 3% of total cost
- Project Approval & Environmental Documents (PA&ED) – 9% of construction cost
- Plans, Specifications, & Estimate (PS&E) – 10% of construction cost
- Permitting – 2.5% of construction cost
- Mobilization/Demobilization – 5% of construction cost
- Construction Administration and Inspection – 10% of construction cost
- Contingency – (15%)of construction cost

The cost estimate will be subject to adjustment as more information becomes available during the course of the preliminary design report and additional project concept details are developed.

Preliminary Budget

These preliminary costs will be adjusted after the Project Approval & Environmental Documents and additional project concept details are developed.

• Project Management	\$260,000
• Project Approval & Environmental Documents	\$780,000
• Plans, Specifications, & Estimate	\$866,000
• Permitting	\$217,000
• Construction Administration	\$866,000
• Construction	\$8,662,000
• Contingency	<u>\$1,299,000</u>
	\$12,950,000

The construction costs are based on the following cost estimates for the major construction components:

Mobilization/Demobilization	\$412,000
Diversion Structure and Pump Station Conveyance	\$1,900,000
Pre-Treatment	\$500,000
Storage/Infiltration Chamber	\$4,900,000
Electrical Service, Controls, Instrumentation	\$250,000
Athletic Field Restoration	\$200,000
Water Treatment System	<u>\$500,000</u>

\$8,662,000

Preliminary Timeline

These dates are subject to refinement as the project gets underway. The complete construction dates will be dependent on receipt of the balance of the project funding from Caltrans.

Release of Preliminary Design RFQ/RFP	07/15/16
Award of Engineering Consultant Agreement	09/16/16
Prepare Preliminary Engineering Design Report (10%)	09/26/16 – 12/02/16
Commence CEQA Process	11/07/16
Council Approval for Preparation of the Construction Drawings	12/12/16
Construction Drawings – 30% Milestone	02/09/17
Construction Drawings – 60% Milestone	04/13/17
Complete CEQA Process	05/18/17
Construction Drawings – 90% Milestone	06/15/17
Construction Drawings – 100% Complete	07/13/17
Advertise for Bids	07/19/17
Award Construction Contract	09/21/17
Commence Construction (20 months)	10/19/17
*Deadline to Bill Caltrans for FY15-16 Funding Allocation	04/30/18
*Deadline to Bill Caltrans for FY16-17 funding allocation	04/30/19
Complete Construction	06/21/19
*Deadline to Bill Caltrans for FY17-18 funding allocation	04/30/20

**City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.*

Los Cerritos Watershed

Bellflower Project Location

Legend

- MAYFAIR HIGH SCHOOL BMP SITE
- CALTRANS OPEN CHANNEL
- LACFCD OPEN CHANNEL
- PRIVATE OPEN CHANNEL
- LACFCD STORM LINE
- CITY STORM LINE
- STREET CENTERLINE

Jurisdictions

- Bellflower
- Cerritos
- Downey
- Lakewood
- Long Beach
- Paramount
- Signal Hill
- Unincorporated (Not Participating)

