

**CITY OF DANA POINT**  
**AGENDA REPORT**

Reviewed By:	
DH	X
CM	X
CA	X

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**DATE: SEPTEMBER 24, 2003**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM: LAWRENCE D. PIERCE, INTERIM DIRECTOR OF PUBLIC WORKS AND ENGINEERING SERVICES**  
**RICK J. RUDOMETKIN, STREET MANAGER**

**SUBJECT: APPROVAL OF THIRD AMENDMENT TO AGREEMENT WITH UNITED STORM WATER, INC. TO MAINTAIN ALL STORM DRAIN FILTERS (CLEANING AND TESTING), AND TO EXPAND THE SCOPE OF SERVICES TO INCLUDE MAINTENANCE OF SOLIDS REMOVAL SYSTEMS AND DIVERSIONS**

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**RECOMMENDED ACTION:**

That City Council (1) approve the Third Amendment to the Agreement with United Storm Water, Inc. for a nineteen and one-half month contract time extension to coincide with fiscal year ending June 30, 2005 with two optional one-year renewals, to maintain all storm drain filters (cleaning and testing), and to expand the scope of services to include maintenance of solids removal systems and diversions in the City, and (2) authorize the City Manager to execute the amendment.

**ISSUES:**

The current contractual obligation with United Storm Water, Inc. expires November 13, 2003 for the storm drain filter cleaning and testing maintenance program. United has performed satisfactorily in all of its contractual requirements thus far. It is appropriate to consider the amendment at this time.

**BACKGROUND:**

In October 2002, United Storm Water, Inc. acquired the services for the storm drain filter cleaning and testing in the City of Dana Point. Prior to October 2002, the City used two different contractors for the work which became difficult to manage and coordinate. United was agreeable to providing the requested services and has been doing a great job of inspecting, cleaning, handling, testing and disposing of the debris collected in the filters ever since.

**DISCUSSION:**

United Storm Water has demonstrated its ability to properly inspect, clean, handle, test and dispose of the debris that is collected in the inlet filters three to four times per year

and has provided manifests showing the amount of debris collected and processed from over four hundred (400) inlets. On an average, approximately twenty-four thousand (24,000) pounds of waste and debris are collected quarterly. The amount of debris that is collected shows how efficient these filters are and, therefore, requires a good contractor (like United) to service them. This excellent service from United will continue if the recommended action is approved.

Since United Stormwater already maintains the City's filters, it would make sense to expand their scope of work to include solids removal systems and diversions. To clarify, a solids removal system is a unit installed in a storm drain to capture trash and debris such as Continuous Deflection System (CDS) units.

The City has been working diligently to install storm drain diversions with solids removal systems. In some cases, diversions were installed without solids removal systems. Once these systems are constructed, maintenance and cleaning is critical to provide an effective system.

United Stormwater expressed interest in the expanded scope of work and has submitted a letter to that effect. The letter, included as Supporting Document B, also explained them and they have expressed their willingness to extend this agreement for another nineteen and one-half months with two optional one-year renewals. The scope of the existing services with United will expand to include the maintenance of solids removal systems and diversions, at the same established rates, terms and conditions for filter cleaning and an added cost for the maintenance of the solids removal systems to coincide with the City's fiscal year budget. Staff, therefore, recommends approval of the attached Third Amendment to the current Agreement with United Storm Water, Inc. (Action Document A).

For informational purposes, Table 1 is provided to explain the City's investment relative to water quality projects. Understand that the Alipaz Storm Drain and North Creek Storm Drain solids removal systems are the only two systems currently operating. The Beach Road Diversion is also operating, but they were not construction with solids removal systems.

<b>TABLE 1: CITY OF DANA POINT DIVERSIONS/TREATMENT PROJECTS</b>				
<b>Name of Project</b>	<b>Estimated Diversion Flow Daily (gallons per day)</b>	<b>Solids Removal System?</b>	<b>Watershed/Beach</b>	<b>Cost of Project</b>
Camino De Estrella Diversion	0 to 36,000 gpd	No	Pacific Ocean/ Capistrano County Beach	\$150,000
Beach Road Diversions (Eight Total)	40,000 gpd	No	Pacific Ocean/Capistrano County Beach	\$650,000
Alipaz Storm Drain Diversion	72,000 gpd	Yes	San Juan Creek/Doheny State Beach	\$650,000

<b>TABLE 1: CITY OF DANA POINT DIVERSIONS/TREATMENT PROJECTS</b>				
<b>Name of Project</b>	<b>Estimated Diversion Flow Daily (gallons per day)</b>	<b>Solids Removal System?</b>	<b>Watershed/Beach</b>	<b>Cost of Project</b>
North Creek Storm Drain Diversion	50,000 gpd	Yes	San Juan Creek/Doheny State Beach	\$1,000,000
Del Obispo Storm Drain Diversion	50,000 gpd	Yes	San Juan Creek/Doheny State Beach	\$650,000
Capistrano Beach Storm Drain Phase II	50,000 gpd	Yes	San Juan Creek/Capistrano County Beach	\$4,200,000
Salt Creek Storm Drain Treatment Facility	1,440,000 gpd	Yes	Salt Creek	\$4,900,000
<b>TOTAL INVESTMENT TO DATE (DIVERSION/TREATMENT PROJECTS)</b>				<b>\$12,200,000</b>

**NOTIFICATION/FOLLOW-UP:**

United Storm Water, Inc.

**STRATEGIC PLAN IMPLEMENTATION**

In compliance with the Strategic Plan Initiative to restore and maintain the integrity of our ocean waters and beaches, and to maintain, modernize and beautify the City’s infrastructure and neighborhoods, this proposal implements the tactical element of achieving greater diversion of urban runoff and promoting a clean environment for the City.

**FISCAL IMPACT:**

Based on the City’s operating budget, (Account 57-251) there is sufficient money available for the ongoing work. By adding the maintenance of the CDS units to the contract with United (at a cost of three thousand five hundred (\$3,500) dollars per unit, per cleaning), the one hundred eighty-five thousand (\$185,000) dollar budget given for this in account (57-251), should be enough to cover the costs to the City. There will be no extra charge for the diversions as they are cleaned with the filters per unit item.

**ALTERNATIVE ACTIONS:**

1. Do not approve this amendment
2. Other action as directed by the City Council

**ACTION DOCUMENTS:**

**PAGE #**

- A. [Contract](#) Amendment..... 5

**SUPPORTING DOCUMENTS:**

B. [Letter](#) dated September 9, 2003 from United Storm Water, Inc..... 6

**Action Document A – Contract Amendment**

**THIRD AMENDMENT  
TO AGREEMENT BETWEEN UNTIED STORM WATER, INC.  
AND THE CITY OF DANA POINT FOR  
PROVIDING STORM DRAIN FILTER CLEANING AND TESTING MAINTENANCE AS  
WELL AS CDS UNIT AND DIVERSION MAINTENANCE**

This Third Amendment is made and effective this 14<sup>th</sup> day of November, 2003 by and between the **CITY OF DANA POINT**, hereinafter referred to as the "CITY" and **UNITED STORM WATER, INC.**, located at 12100 Wilshire Blvd., 15<sup>th</sup> floor, Los Angeles, California 90025, hereinafter referred to as the "UNITED". CITY and UNITED mutually agree to amend the existing Agreement as follows:

1. CITY and UNITED agree to extend the term of the Agreement for nineteen and one-half (19.5) months, beginning November 14, 2003 and ending June 30, 2005 with two (2) optional one (1) year renewals thereafter.
2. CITY and UNITED agree to expand the scope of services to include the addition of the maintenance of solids removal systems and diversions.
3. Except as provided in items #1 and #2, all other terms and conditions of the original Agreement and the first and second Amendment between the CITY and UNITED remain in effect.

**CITY OF DANA POINT**

**UNITED STORM WATER, INC.**

By \_\_\_\_\_  
Douglas Chotkevys, City Manager

By \_\_\_\_\_  
President

Date \_\_\_\_\_

Name \_\_\_\_\_

Attest \_\_\_\_\_  
Cathy Catlett, Interim City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**Supporting Document B – Letter from United Storm Water, Inc. dated 9/9/03**

SEP-12-2003 13:08

UNITED STORM WATER

626 961 3166 P.02



September 9, 2003

**City of Dana Point**  
33282 Golden Lantern  
Dana Point, California 92629-1805  
Attention: Mr. Rick Rudometkin

**SUBJECT: City of Dana Point Storm Drain Maintenance**

Dear Mr. Rudometkin,

United Storm Water, Inc. (United) will be responsible for the supplying; equipment, supervision and labor to maintenance storm drain filters.

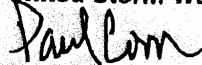
United Storm Water, Inc. would like to extend our appreciation to the City of Dana Point Public Works Department for recommending our contract amended and extended. We understand that the initial extension will be for nineteen & half (19.5) months until the end of Fiscal year. Which will be June 30<sup>th</sup> 2005 with two optional one-year extensions at current contract price and expanding the scope of work to include the maintenance of the CDS units and diversions. The cost of cleaning each CDS unit is \$3,500.00 not including cost for disposal of the waste; the cost of the disposal is at the standard contracted rate. **We would like to offer the City an extension of our contract for a time line described above at the same rates, terms and conditions.**

We are hopeful that the City of Dana Point is satisfied with the services United has provided to the maintenance storm drain filters. The storm drain filters have historically been cleaned three or four times per year and each **cleaning produces approximately twenty four thousand (24,000) pounds of storm drain waste.**

We look forward to working with the City of Dana Point Public Works Department for successful storm water program.

Thank you for this opportunity to provide these services to the City of Dana Point. If you have any questions or need more information, please give me a call.

Sincerely,  
United Storm Water, Inc.

  
Paul Corn  
Director of Operations