



# **CITY OF LONG BEACH**

## **DEPARTMENT OF PUBLIC WORKS**

**PLANS & SPECIFICATIONS NO. R-6799  
STORM DRAIN SYSTEM  
MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**Office of the City Engineer  
Long Beach, California**



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PLANS & SPECIFICATIONS NO. R-6799

### STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT IN THE CITY OF LONG BEACH, CALIFORNIA

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Office of the City Engineer  
Long Beach, California

Job No. PWENOPR  
R-6799  
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**STORM DRAIN SYSTEM  
MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**DESCRIPTION OF WORK TO BE DONE**

The City of Long Beach encompasses a geographic area of approximately 52 square miles. Within its boundary, the storm drain system is comprised of approximately 180 miles of pipes and culverts, 5.5 miles of open channels and ditches, 3,800 catch basins and 23 pump stations.

In general, this contract requires the contractor to maintain, repair and monitor the City's storm drain system as specified herein and as directed by the City's representative. All work performed under this contract shall conform to the requirements set forth in the City's current National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit. Should this permit be amended or replaced during the term of the contract, the City's reserves the right to amend the scope of work and related specifications to insure permit compliance.

The contract work includes the following items:

**Bid item 1 and 1A: Maintenance of all City-owned storm drain pump stations:**

Inspection of the pump stations, forebays and surrounding areas must occur within 48 hours after the end of a rain event of .25". The City may request additional inspections as needed. Upon inspection, the Contractor will proceed with maintenance, if required. The data collection form will be scanned and emailed as an attachment to the Stormwater/Environmental Compliance Officer, along with clearly labeled photos. The data and photos will be submitted regardless of whether maintenance is performed. Maintenance shall include, but not be limited to, debris removal from forebays (including low flow channel); clearing and/or replacement of trash nets; debris removal from sumps, trash racks, and other related debris-retention devices. The contractor shall also be required to perform any required repairs of security fencing, landscape maintenance at the pump station, and minor repairs to forebay walls, access ladders, and other related structures.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.

The bid price shall include a lump sum of all costs to maintain a pump station for a twelve-month period including inspections, debris removal, landscape maintenance, and minor repairs as specified. Bid item 1A will be a lump sum of all costs to maintain a pump station with a trash netting system for a twelve-month period. This will include trash net replacements in addition to all work involved in maintaining a

**pump station without a netting system. There are currently five pump stations with trash netting systems. The total bid price for item 1A will reflect seven pump stations to account for two systems that will be retrofitted with trash netting systems during the contract term.**

**The City will pay the Contractor a fixed cost for bid items 1 and 1A for a twelve-month period, based on the Contractor's bid, for the duration of the three-year contract.**

**Bid item 2: Maintenance of all City-owned open storm drain channels:**

**Each year, beginning May 1st, an inspection of all city-owned open storm drain channels is to be conducted. Upon inspection, the Contractor will proceed with maintenance, if required, or as requested by the City. The data collection form will be scanned and emailed as an attachment to the Stormwater/Environmental Compliance Officer, along with clearly labeled photos. The data and photos will be submitted regardless of whether maintenance is performed. Maintenance shall include, but not be limited to the following:**

- 1) Removal of vegetation, debris, trash, dirt, standing water, etc. from the storm drain channel and adjoining right of way;**
- 2) Trimming of overhanging trees, bushes, shrubs, etc. to a height of 12 feet above the highest point of the storm drain channel extending horizontally to fence line; and**
- 3) Repair/replacement of security fencing and regulatory signage.**

**Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in jpeg (.jpg) format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.**

**The bid price shall include a lump sum of all costs to maintain one mile of open channel for a twelve-month period including inspections, debris removal, landscape maintenance, and minor repairs as specified. The City will pay the Contractor a fixed cost for bid item 2 for a twelve-month period, based on the Contractor's bid, for the duration of the three-year contract.**

**Bid item 3: Maintenance of all City-owned Vortex Separation System units (VSS):**

**Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained VSS units a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all VSS units must occur one time during the months of October, January and April. Any VSS unit found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately**

cleaned by the contractor. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. The City may request additional inspections, cleanings, or repairs as needed. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Department of Health & Human Services, Vector Control 562-570-4132 within 24 hours of discovery.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.

The bid price shall include a lump sum of all costs to maintain each VSS unit for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. There are currently two City-owned VSS units. The total bid price for item 3 will reflect three VSS units to account for an additional VSS unit that will be constructed during the contract period. The City will pay the Contractor a fixed cost for bid item 3 for a twelve-month period, based on the Contractor's bid, for the duration of the three-year contract.

**Bid item 4: Maintenance of all City-owned catch basins:**

Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained catch basins a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all catch basins must occur one time each during the months of October, January and April. Any catch basin sumps found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any catch basin trash diverter, trash collection device, or water treatment insert that is damaged shall be repaired or replaced. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Department of Health & Human Services, Vector Control 562-570-4132 within 24 hours of discovery.

The City has approximately 3,800 catch basins, most or all of which are currently stenciled with the appropriate "NO DUMPING" language. When a City-owned catch basin is not stenciled or needs to be re-stenciled, contractor shall apply a stencil within 48 hours of discovery and notify the Stormwater/Environmental Compliance Officer of completion of stenciling and location. Stencil material shall be two-layer resilient thermoplastic with 30% graded glass beads, 3.15mm (125 mils) total thickness with beveled edges or equivalent. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636).

**Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.**

**The bid price shall include a lump sum of all costs to maintain each catch basin for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for bid item 4 for a twelve-month period, based on the Contractor's bid, for the duration of the contract. The City estimates there are approximately 3,800 catch basins. Should the Contractor identify additional catch basins, the City will compensate the Contractor accordingly, based on the price per catch basin provided in the bid.**

**Bid item 5: Maintenance of all city-owned beach outfall structures:**

**Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained beach outfall structures a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all outfall structures must occur one time each during the months of October, January and April. Any outfall structure found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any part of the outfall structure that is damaged shall be repaired or replaced.**

**Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.**

**The bid price shall include a lump sum of all costs to maintain each outfall structure for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for bid item 5 for a twelve-month period, based on the Contractor's bid, for the duration of the three-year contract.**

**Bid item 6: Inspection of Storm Drain System Pipes:**

**Each year, the Contractor will inspect 1/5th of the storm drain system pipes that are 36 inches in diameter or greater. A different 1/5th of the storm drain system pipes will be inspected each year for the duration of the contract.**

**Inspections shall include tracking, documenting and reporting to the Stormwater/Environmental Compliance Officer the status of suspected and confirmed illicit connections within the storm drain system. Illicit discharges or connections involving hazardous waste immediately be reported to a 911 operator on discovery. Notification of suspected illicit connections or discharges,**

including activities to abate, contain and clean up all illicit discharges, including hazardous substances, must be made to the Stormwater/Environmental Compliance Officer 562-570-6023 within 24 hours of discovery.

**Illicit Connection** means any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged, excluding roof drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

**Illicit Discharge** means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non storm-water discharges, except discharges pursuant to an NPDES permit (see Exhibit A or visit [www.lbstormwater.org](http://www.lbstormwater.org)), discharges authorized by the Regional Water Quality Control Board Executive Officer, and discharges that are identified as follows:

- Flows from riparian habitats or wetlands;
- Diverted stream flows;
- Springs;
- Rising ground water;
- Uncontaminated groundwater infiltration;
- Reclaimed and potable landscape irrigation water;
- Water line flushing;
- Discharges from potable water sources;
- Foundation or Footing drains;
- Air conditioning condensation;
- Water from crawl space pumps;
- Reclaimed and potable irrigation water;
- Reclaimed and potable lawn watering;
- De-chlorinated swimming pool discharges;
- Individual residential car or sidewalk washing;
- Discharges or flows from emergency fire fighting activities;
- Discharges originating from federal, state or other facilities that the City is pre-empted by law from regulating.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Stormwater/Environmental Compliance Officer on a CD, formatted for PC use.

The City will pay the Contractor a fixed cost for bid item 6 for a twelve-month period, based on the Contractor's bid, for the duration of the three-year contract. However, in order for payment to be issued, the Contractor must provide proof of inspection through documentation and reporting.

**Bid item 7: Item retrieval from catch basins and manholes:**

**As requested by the City, the contractor shall retrieve items from catch basins and manholes (e.g. cell phones, pagers, keys). Contractor must respond to requests for such service within two hours of notification by the City.**

**The bid price shall include all costs to retrieve the requested items per occurrence. The City will compensate the Contractor per occurrence, based on the rate provided in the bid.**

**Bid item 8: Owner's contingency for additional work:**

**The City desires to include an owner's contingency for non-scheduled maintenance work or system inspections not covered in other bid items that may be required to be done under this contract. Such work may include but not be limited to: major repairs, responses to emergency situations including spills, excess flooding, equipment failures, pipe failures, and sinkholes, modifications to the storm drain system, and the placement of temporary flood protection devices including sandbags, debris basins, and channels. In addition, the Contractor shall inspect, clear all debris, and perform any required minor repairs to City maintained manholes covers, boxes, culverts, and related structures, as well perform video camera inspections, as requested by the City. Inspections shall take note of any damage, excessive wear, illicit connections, and visually inspect pipes, manholes and surrounding areas for possible signs and causes of any sinkholes located above or adjacent to the City's storm drain system.**

**Such work will be done on a fixed price quote from the contractor if the work can be well defined. If the extent of the work cannot be defined, then at the City's discretion, the work will be done on a time and material basis as defined in the Special Provisions of this specification for items of extra work.**

**This Bid item has a fixed amount of \$300,000, as determined by the City, that is to be included in the total bid offered by the contractor and is included to indicate the maximum amount the contractor can be paid for all extra work done under this contract. The contractor shall not be entitled to any payment under this bid item unless directed to do extra work by the City, and then for only the amount so approved by the City.**

**Compensation for non-warranted calls for service:**

**In the event that the contractor is called out by the City for extra work and is subsequently canceled or determined to be an unwarranted call the contractor shall be entitled to the following fixed compensation:**

**\$250 if the City requests the Contractor to respond to an incident, subsequently discovers that the Contractor is not needed and cancels request within 45 minutes of initial notification or \$500 if the City requests the Contractor to respond to an**

incident, subsequently discovers that the Contractor is not needed and fails to notify Contractor or does so after 45 minutes of initial notification.

**Reporting and Inspection requirements:**

**A Data Collection Form (DCF) (See Exhibit A) is required and to be completed for:**

- Inspections
- Regularly required (see Description of Work)
- Upon request
- When requesting approval for additional maintenance and/or repair work.
- Maintenance – to document maintenance work done.

If the DCF form has been completed and no further action is necessary, it should be attached to the invoice when the service is submitted for payment.

If the DCF form has been completed in order to receive approval to maintain and/or repair, then it should be scanned and emailed to the Stormwater/Environmental Compliance officer immediately after it has been completed.

In addition to submitting the DCF, a Data Collection Report Form (DCRF) (See Exhibit) must be submitted electronically to the Stormwater/Environmental Compliance Officer by the 15th of every month. The DCRF report will be a compilation of the data gathered during field inspections and maintenance activities in addition to administrative information generated at the time of invoicing. The DCF and the DCRF will be provided in a Microsoft office compatible, digital, editable spreadsheet format. (NOTE: Both the data collection form and data collection report are subject to change.)

**Inspection reports shall include:**

- Inspection of the storm drain “system” and notification of illicit discharges, illicit connections and repair and/or replacement needs.
- Submitting a completed, signed, and dated data collection form to the Stormwater/Environmental Compliance Officer by attaching it to the invoice within 14 days after data collection on a form supplied by the City’s Public Works Department (see data collection form in Exhibit A).
- Submitting the receipt from a certified solid waste disposal site that holds the correct permits and licenses for disposal as proof of trash and debris disposal.
- Submittal of a final report of data collected, within 14 calendar days of fiscal year-end, which ends September 30th.

In addition to a thorough review of the Plans and Specifications, particularly the Description of Work to Be Done, prospective Contractors are advised to review the following attached documents prior to preparation of their bids:

- Pump Station Location Map

- **Storm Drain System Map**
- **Beach Outfall Map**
- **Catch Basin Stencil – Metric 636**
- **Data Collection Form & Data Collection Report Form**

**More detailed maps of the pump stations and storm drain system can be found on the City's Internet site at:**

**[http://www.longbeach.gov/pw/stormwater\\_management/reports.asp](http://www.longbeach.gov/pw/stormwater_management/reports.asp).**

**THE ANNUAL CONTRACT FOR MUNICIPAL SEPARATE STORM DRAIN SYSTEM  
MAINTENANCE AND REPAIR SERVICES IN THE CITY OF LONG BEACH**

**SPECIAL PROVISIONS**

**GENERAL REQUIREMENTS**

**Specifications and Standards:**

All work embraced herein shall be done in accordance with the applicable requirements provided in "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 EDITION", adopted by the City Council of the City of Long Beach, the City of Long Beach Standard Plans, January 2003 Edition and any amendments thereto, and in accordance with these Special Provisions.

Whenever reference is made to "Standard Specifications," it shall be deemed to mean "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 Edition."

Whenever reference is made to "State Standard Specifications" it shall be deemed to mean the "Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, July 2002 Edition (Dual Units)."

**Mandatory Pre-bid Meeting:**

If the bidder believes that a conflict exists between said documents or said documents and the bid form, the bidder shall request in writing an interpretation of said documents either prior to or in person at the mandatory pre-bid meeting scheduled for August 12, 2009. If the bidder fails to make such written request, then the City will assume that no conflict exists. If the bidder is awarded a contract, the bidder shall be bound by the Plans, Specifications, and Bid and shall perform the required work at the price bid.

**Cover Letter:**

- **Cover Letter (to be attached to the front of the Bid Packet)**
  - Introduce your Company and summarize your proposal in the cover letter. Describe your understanding of Description of Work (DOC) to be done and your general approach to responding to it. Please include the name and telephone number of the person who is completely familiar with the bid.
- **Contractor Information**
  - Full name of contractor and address of the Contractor and year Company was founded
  - Legal status of Contractor and Tax Identification Number

## GENERAL REQUIREMENTS

- Names of subsidiaries or parent company, if applicable
- Names of company owners and senior management team
- Resumes of proposed individuals that shall participate in providing services, including their title and years of experience.

**NOTE:** The bid cover letter shall be signed by an official authorized to bind the Contractor contractually.

### Minimum Qualifications

The entity (“Prime”) submitting a Bid and its team (“Subcontractors”) must:

- Have (10) years of documented work experience in the maintenance and repair of a municipal separate storm drain systems equivalent to size and complexity of the City’s as described in the Description of Work to Be Done;
- Be registered in the State of California as a hazardous waste transporter and hold a hazardous materials transportation license, as well as a hazardous substances removal and remedial actions certification;
- Have a permit-required confined space program and permit system in place prior to submitting a Bid;
- Have current and valid State of California Contractors and Drivers’ licenses in place prior to submitting the bid;
- Have a valid Transportation Worker Identification Credential (TWIC™).
- Be able to have their project manager or his/her designee on-site within 30 minutes of notification of need. Any necessary equipment must be on-site within 1 hour of notification; and
- Have a developed and implementable Traffic Control Management and Safety Plan based on the State of California Traffic Manual or Watch Book.

**PROOF OF THE ALL THE ABOVE MUST BE INCLUDED WITH THE BID PACKET. FAILURE TO INCLUDE PROOF OF MEETING THE MINIMUM QUALIFICATIONS WILL RESULT IN AN IMMEDIATE REJECTION OF THE BID.**

### Information Provided During The Bid Period:

The bidder may, prior to bid opening, request in writing from the City Engineer clarification of the Plans and Specifications. If the City Engineer, in the City Engineer's sole discretion, believes there is a need for clarification, the City Engineer will issue an Addendum to all prospective bidders. No verbal requests will be honored. No verbal clarifications can be given but, if any City employee makes any verbal statements, the bidder acknowledges by submitting a Bid that said employee had no authority to make such statement and warrants that the bidder did not rely on such statements.

## GENERAL REQUIREMENTS

### Statements Made After Bid Opening But Prior to Award of a Contract:

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a contract by the City Council is conclusive and binding on the City with respect to this bid and its resulting contract. However, prior to authorization by the City Council, bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award, which is often issued prior to the authorization by the City Council so that a bidder can order materials that have a long lead time.

### Definitions:

Add the following:

Major Bid Item – A single Contract item constituting 10 percent or more of the original Contract price.

### Abbreviations:

<i>Abbreviation</i>	<i>Word or Words</i>
Bldg	Building
BMP	Best Management Practice
C	Conduit
CLB, COLB	City of Long Beach
CMP	Corrugated metal pipe
Elec	Electrical
(F)	Denotes" Final Pay Quantity" in the Bid
GB	Greenbook
LB	Long Beach
L&I	Landscape and irrigation
Ltg	Lighting
M	Meter
Mm	Millimeter
M <sup>2</sup>	Square meter
M <sup>3</sup>	Cubic meter
Mfr	Manufacturer
MSL	Mean sea level
No.	Number
NPDES	National Pollutant Discharge Elimination System

## GENERAL REQUIREMENTS

NS-n, SE-n, or WM-n	Best Management Practice description from the California Stormwater Quality Association BMP Handbook. The letter "n" denotes the description number.
QA/QC	Quality assurance / quality control
Rd	Road
(S)	Denotes "Specialty Item" in the Bid
Sch	Schedule
SF	Square foot
St	Street
TMDL	Total Maximum Daily Load
Tonne	Metric ton, equals 1,000 kilograms
UON	Unless otherwise noted

### Units of Measure:

U.S. Standard Measures shall be used for construction unless otherwise noted in the specifications for the Work.

The units of measure for REPORTING will be:

Weight: tons and pounds

Volume: gallons and cubic yards

Distance: feet and miles

### Terms:

Any term used herein, whether or not capitalized, which is defined in Part 1 of the Standard Specifications shall have the meaning stated in said Section.

### Right to Reject Bid and/or Terminate Process:

The City of Long Beach reserves the right to reject any or all Bids and, to terminate the process at any time, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders and to take any other actions that may be deemed in the best interest of the City.

### Subcontracts:

Bidders are reminded to submit a list of Subcontractors as provided in Subsection 2-3.1, "General," of the Standard Specifications. Failure to submit such list may cause the Bid to be rejected as non-responsive.

To the extent that Subsection 2-3.1 is inconsistent with Long Beach Municipal Code Sections 2.87.010 through 2.87.080, the Long Beach Municipal Code supersedes Subsection 2-3.1.

## GENERAL REQUIREMENTS

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such default, the City may immediately terminate this Contract.

In the event the City should consent to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

### Bonds:

Section 2-4, "Contract Bonds," of the Standard Specifications is supplemented by the following:

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

### Examination of Site and Work:

Subsection 2-5.1, "General," of the Standard Specifications is supplemented by the following:

Each bidder must become fully informed of the conditions relating to the Work and the employment of labor thereon. Failure to do so will not relieve the Contractor of the obligation to furnish all material and labor necessary to carry out the provisions hereof.

Bidders are hereby instructed that the City will conduct a Mandatory Pre-bid Conference at City Hall, 9<sup>th</sup> Floor Conference Room on August 12, 2009 at 10:00 a.m. Additional meetings will not be conducted. For further information, bidders may contact Nancy Villaseñor, Administrative Analyst at [Nancy.Villasenor@longbeach.gov](mailto:Nancy.Villasenor@longbeach.gov) or Robert Earl at [Robert.Earl@longbeach.gov](mailto:Robert.Earl@longbeach.gov).

## **GENERAL REQUIREMENTS**

### **Interpretation of Plans and Specifications:**

The City Engineer will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise and the City Engineer's decision will be final.

Should there appear to be any error or discrepancy in or between the Plans and Specifications, the Contractor shall refer the matter to the City Engineer for adjustment before proceeding with the Work. Should the Contractor proceed with the Work without so referring the matter in writing to the City Engineer, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

### **Changes Initiated by the City:**

Replace the second paragraph of Subsection 3-2.2.1, "Contract Unit Prices," of the Standard Specifications with the following:

In the case of an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and Contract unit price.

### **Extra Work:**

Delete the first sentence of Subsection 3-3.2.2, "Basis for Establishing Costs," of the Standard Specifications and substitute the following:

The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, including any employer payments to or on behalf of the workers for health and welfare pension, vacation, and similar purposes. To the actual costs for wages, as defined herein, will be added a labor surcharge set forth in the State of California, Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by Local, State, and Federal laws and for all other payments made to or on behalf of the workers, other than the actual cost for wages.

Replace Subsection 3-3.2.3, "Markup," of the Standard Specifications with the following:

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20
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## GENERAL REQUIREMENTS

Materials	15
Equipment Rentals	15
Other Contractor's costs	15

One percent (1 %) may also be added to the sum of costs and markups as compensation for Contractor's bond premium.

- (b) **Work by Subcontractor.** When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10 percent of the first \$5,000 of the subcontracted portion of the extra work and 5 percent on work added in excess of \$5,000 of the subcontracted portion of work.

### Additional Work:

Upon request, all Additional Work shall commence on the date and at the price established by the City and Contractor. The City will request a quote with all labor and materials costs itemized before the Contractor may proceed. Once the City approves in writing, the Contractor shall proceed diligently to complete said work within the time allotted.

City reserves the right to bid separately, outside the scope of this Bid, for Additional Work and Specialty Functions. There is no guarantee that the City will request the bidder (if bidder becomes Contractor) to perform any Additional Work or Specialty Functions. Bidder must not rely on receiving a request from the City for Additional Work or Specialty Functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those Specialty Functions, or additional Work arising out of extraordinary incidents or circumstances.

- a. For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
- b. For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, that shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces or to contract with a third party for such work.

## **GENERAL REQUIREMENTS**

### **Non-Interference:**

The Contractor shall not interfere with the public use of the sites and shall conduct its operations in full compliance with all local, State and Federal laws as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

### **Waiver:**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive “time is of the essence” after the waiver by the City of any default.

No option, right power remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within three (3) days, give notice hereof including all relevant information with respect thereto, to the other party.

### **Homeless and Possession of the Homeless:**

The City has established policies and procedures for addressing issues pertaining to the homeless and their possessions. The Contractor shall not undertake any work or other action, which may impact the homeless or their possessions without first consulting the City. The Contractor shall immediately notify the Stormwater/Environmental Compliance Management Officer of any such situation.

### **Blood Borne Pathogens and Biohazardous Material:**

The Contractor’s and Subcontractors’ staff should be aware of the potential for

## **GENERAL REQUIREMENTS**

exposure to blood borne pathogens through hypodermic needles, blood, and feces, and shall wear personal protective equipment. The Contractor shall treat hypodermic needles, large quantities of feces, and any rags, paper towels, or other materials containing blood as bio-hazardous material. Only individuals trained in the removal and disposal of such material shall do so. The Contractor shall immediately notify the Long Beach Department of Health and Human Services (562)-570-4000 and Stormwater/Environmental Compliance Officer on the discovery of such material.

### **Hazardous Materials:**

Use of any chemicals or hazardous materials by the Contractor and/or Subcontractor in performing services shall be in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. The Contractor shall defend, indemnify and hold harmless the City, its officials and employees for all claims, demands, damage, causes of action, loss, liability, cost of expense relating to the Contractor's failure to comply with this Section.

### **Refuse Disposal:**

Refuse collected by the Contractor in the performance of these tasks shall be transported by Contractor to a disposal site holding the correct permits and licenses for disposal.

The Contractor shall dispose of all waste, including but not limited to, trash, refuse, litter, debris, and green waste collected by the Contractor in the performance of all tasks and "Specialty Functions".

Payment for refuse disposal shall be considered as included in the unit prices bid for various items of Work, and no additional payment will be made for it. Proof of disposal and quantities disposed must be attached to the invoice.

### **Protection of Work and Materials:**

Subsection 4-1.2, "Protection of Work and Materials," of the Standard Specifications is supplemented by the following:

Contractor and/or Subcontractors shall notify the City if they damage any materials. Materials damaged by the Contractor's and/or Subcontractors operations shall be removed and replaced at the Contractor's sole expense before the final inspection and acceptance.

### **Term of Contract:**

Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications is supplemented by the following:

## **GENERAL REQUIREMENTS**

**This Contract will be for a three-year term. All bid prices shall be valid for the entire initial three-year term of the contract. This Contract may be extended by mutual agreement for up to four additional one-year periods in accordance with the terms and conditions stated herein, and execution of a written amendment approved by the City Council or City Manager.**

**It is agreed that, if any renewal is exercised, the Contractor shall submit any price increases to the City Engineer for approval at least 90 days prior to the expiration of the Contract term. The City reserves the right to accept or reject any price increase or to cancel the Contract.**

### **Start and Completion of Work:**

**Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications is supplemented by the following:**

**Add the following to Subsection 6-7.2, "Working Day," of the Standard Specifications:**

**No work shall be done on Saturdays, Sundays, or holidays recognized under the Contractor's labor agreements and no work shall be performed outside of normal working hours (defined as the hours between 7:00 a.m. to 4:00 p.m.) without the consent of the City Engineer, unless otherwise specified. In any event, all work shall be subject to approval of the City Engineer. Prior to the start of such work, the Contractor shall arrange with the City Engineer for the continuous or periodical inspection of the work and tests of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or holidays and, if such requests are granted, the Contractor shall pay all extra expense to the City for inspection and other incidental expenses caused by such overtime work. If the Contractor is requested to work overtime by the City or, if overtime work is specifically required by these Specifications, all extra expense of inspection will be paid by the City.**

**If the Contractor finds it necessary, in order to complete the work according to schedule, to perform certain of its operations on Saturdays, Sundays, holidays or on overtime, these operations shall be performed as part of the work included in the Contract Price and shall not constitute a basis for additional payments.**

### **Completion and Acceptance:**

**Add the following to Section 6-8, "Completion, Acceptance, and Warranty," of the Standard Specifications:**

**The acceptance of the Work or the payment of any money by the City shall not operate as a waiver of any provision of this Contract, or of any power reserved to the**

## **GENERAL REQUIREMENTS**

City, or of any right to damages or indemnity as provided in this Contract. The waiver of any breach of this Contract, or any default hereunder, shall not be held to be a waiver of any other or subsequent breach or default.

The Contractor shall thoroughly complete each task in a professional and workmanlike manner and shall use quality equipment and materials that comply with all current laws, rules and regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for repair and maintenance services, except as otherwise specified in this contract. Tasks shall be performed with the highest standards at no less than the frequencies set forth herein.

The Contractor shall designate or assign one or more representatives to act on behalf of the Contractor, on all matters affecting the work. If this individual changes, the City's representatives must be notified in writing within three (3) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under contract with the City. These activities may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations, or special events. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request from the City to do so.

### **Payment Deductions:**

For tasks that are infrequent (periodic, seasonal, cyclical, or monthly), if City determines that they are deficiently performed (including the failure to meet "Management and Supervision "specifications), incompletely performed, or not performed at the appropriate time (at the City's sole discretion), City will give notice to the Contractor to correct the deficiency, complete the performance, or perform within a time stated in the notice. If Contractor fails to correct deficiencies within that time, the City may: (a) deduct from Contractor's payment a sum attributable to the deficiency; or (b) upon giving five (5) business days' notice to the Contractor for failure to correct the deficiencies, City may correct the deficiencies and the costs related to completion of the work by an alternate source, whether it be City forces or another contractor, will be deducted from the payment to the Contractor from the City, as determined by the City. A minimum sum of \$100.00 will be deducted for each deficiency.

The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover a portion of City's costs due to the failure of the Contractor to complete or comply with the Contract.

## **GENERAL REQUIREMENTS**

If the Contractor fails to obtain written approval, as required in various sections of this document, then the City reserves the right to deduct and/or refuse payment for the goods and services.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in “Default By Contract / Termination,” upon Contractor’s failure to correct deficiencies in a timely manner.

### **Description of Deficiencies:**

1. City will advise Contractor verbally and in writing each time performance is unsatisfactory and corrective action is necessary.
2. Examples of deficient performance include: failure to comply with conditions, Specifications, reports, schedules and/or directives from the Stormwater/Environmental Compliance Officer. City will deduct up to \$250 per deficiency per workday.
3. Failure to have Contract representative on-site within 30 minutes and/or provide adequate equipment and manpower resources within 1 hour in compliance with Specifications, after direction by the Stormwater/Environmental Compliance Officer. City will deduct up to \$250 per instance per workday.
4. Failure to protect public health or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies and providing adequate traffic control measures (per WATCH guidelines). City will deduct up to \$250 per occurrence.
5. Failure to comply with conditions, Specifications, schedules and directives from the Stormwater/Environmental Compliance Officer. City will deduct up to \$250 per instance.

### **Default by Contractor/Termination:**

Notwithstanding and in addition to “Payment Deductions / Contractor’s Non-Compliance” described previously, the City may terminate the Contract without liability or payment to Contractor when, in the City’s sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City may give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

## **GENERAL REQUIREMENTS**

If the Surety does not comply with such notice within this five (5) day period, or after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

Notice Requirements (for purposes of non-performance or otherwise):

Notice shall be in writing and deposited in the U.S. Postal Service, first class, certified or registered, return receipt, addressed to Contractor at the address supplied within it's bid and to the City at Department of Public Works, 9<sup>th</sup> floor, 333 W. Ocean Blvd., Long Beach, CA, 90802. Attention: Stormwater/Environmental Compliance Officer. Notice shall be deemed given on the date shown on the return receipt. Change of address shall be given in the same manner as other notices.

Temporary Suspension of Work:

The City's representatives(s) shall have the authority to suspend work by the Contractor, wholly or in part, for such period as necessary due to financial shortfalls, unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these specifications.

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

Guarantee:

Section 6-8, "Completion, Acceptance, and Warranty" of the Standard Specifications is supplemented by the following:

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of 1 year after the date of acceptance of the Work by the City of Long Beach, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all

## **GENERAL REQUIREMENTS**

such defects. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by the City Engineer, and shall be diligently and continuously done until the repair or replacement is completed and accepted.

### **Liquidated Damages:**

Section 6-9, "Liquidated Damages," of the Standard Specifications, with respect to the amount of liquidated damages, shall read:

The Contractor shall pay to the City, or have withheld from monies due the Contractor, the sum of \$275 per calendar day that the Contractor exceeds the specified time for completion.

### **Labor:**

Delete the third paragraph of Subsection 7-2.2, "Laws," of the Standard Specifications and substitute the following:

The City encourages the Contractor to create new jobs for low or moderate-income persons for its operations under this Contract. Contractor agrees that it shall use good faith efforts to create such new jobs. The Contractor will make all qualification and hiring decisions.

Contractor agrees that it will reasonably cooperate with the City of Long Beach, through City's Training and Employment Development Officer and staff, with respect to recruitment, screening and tracking of employees. In implementing these efforts, such Officer and staff will provide to the Contractor, at no cost, pre-screening and pre-qualification of all potential job applicants. Such services include assisting with community outreach to recruit qualified job applicants and conducting pre-screening of all potential job applicants and conducting pre-screening sessions to determine the most qualified applicants for jobs.

The Director of Public Works of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to execute the contract, and the same is on file in the office of the City Engineer, 9th Floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. In accordance with the Long Beach Municipal Code, not less than said prevailing rate of wages shall be paid to all workers employed in the execution of the Contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in the Labor Code of the State of California.

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The Contractor and each subcontractor shall pay directly to each worker employed by it on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

Add the following:

**Apprentice Employment.** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing a contract, the Contractor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4<sup>th</sup> Street, Suite 830, Los Angeles, California.

### **Insurance:**

Delete the provisions of Section 7-3, "Liability Insurance," and Section 7-4, "Workers' Compensation Insurance," of the Standard Specifications. Instead, prior to the execution of the Contract, the Contractor shall comply with the following requirements and the City of Long Beach Certificate of Insurance and Endorsements (See City of Long Beach AR 8-27 for complete guidelines).

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers,

## GENERAL REQUIREMENTS

employees or Subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid, and no additional payment will be made therefore.

### A. Minimum Insurance Requirements

1. Commercial general liability insurance (equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, products and completed operations liability, independent contractors liability, and cross liability protection. The City of Long Beach, its Boards, their officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85). There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.
2. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92) covering symbol 1, "Any Auto" in an amount not less than \$750,000 combined single limit per accident. The City, its officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the City, its Boards, and their officials, employees, and agents.
3. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident.

### B. Acceptability of Insurers

The insurance required herein must be placed with carriers admitted to write insurance in California, or with non-admitted insurers with a rating of or equivalent to A:VIII by A.M. Best Company.

### C. Verification of Coverage

The Contractor shall furnish to the City the documentation set forth in paragraph D below prior to the effective date of the Contract and shall, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

## **GENERAL REQUIREMENTS**

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Contractor shall notify the City in writing within three (3) business days if any insurance required herein is voided by the insurer or cancelled by the insured. Such notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

### **D. Documentation Required**

The certificates and endorsements shall be on forms provided by the City and shall be received and approved by the City before Work commences. As an alternative, Contractor may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs D.2, D.3, and D.4 below.

1. Certificates of insurance evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.
2. General liability insurance endorsements
  - a. **ADDITIONAL INSURED** endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds.
  - b. **CANCELLATION** endorsement that provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - c. **CONTRIBUTION NOT REQUIRED** endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
  - d. **SEVERABILITY OF INTEREST** endorsement which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



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b. **WAIVER OF SUBROGATION** endorsement which provides that the insurer will waive its right of subrogation against the City, its Boards, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the City.

**E. Self-insured programs, self-insured retentions, deductibles**

1. Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its Boards and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance, self-insured retention, or deductible provisions.
2. The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.
3. The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.

**F. Subcontractors**

The Contractor shall require that all Subcontractors meet the requirements of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

**Water Conservation, Pollution Control, and Best Management Practices:**

Add the following to Subsection 7-8.6, "Water Pollution Control," of the Standard Specifications:

Best Management Practices (BMPs) shall be defined as any program, technology, process, operating method, measure or device that controls, prevents, removes, or reduces pollution.

At a minimum, the Contractor and subcontractors shall implement the following BMP's in conjunction with the Work:

<u>Title</u>	<u>Number</u>
General Site Management	

## GENERAL REQUIREMENTS

Water Conservation	NS-1
Vehicle and Equipment Cleaning	NS-8
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Employee/Subcontractor Training	–
<b>Construction Materials and Waste Management</b>	
Material Delivery and Storage	WM-1
Material Use	WM-2
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Hazardous Waste Management	WM-6
Concrete Waste Management	WM-8
<b>Erosion/Sediment Control</b>	
Storm Drain Inlet Protection	SE-10

A description of each BMP is included in these Specifications. The Contractor shall have at least two readily accessible copies of these descriptions at the job site at all times.

BMPs shall be continuously implemented throughout the duration of this Contract. BMPs for erosion control and sedimentation shall be implemented during the period from October 1st to May 1st and whenever the National Weather Service predicts rain of equal to or greater than 0.25 inches within 24 hours.

All aspects of the Work performed pursuant to these Plans and Specifications must be conducted in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), the Long Beach Municipal Code and related BMPs. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions or less than complete implementation of the specified BMPs. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability related to the Contractor's (or its Subcontractors) failure to comply with these laws and regulations.

Full payment for the implementation of BMPs, including the construction, removal, and furnishing of all necessary labor, equipment and materials, shall be considered as included in the unit prices bid for the various items of Work, and no additional payment will be made.

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### **Public Convenience and Safety:**

**Section 7-10, "Public Convenience and Safety," of the Standard Specifications is supplemented by the following:**

**The Contractor shall maintain a minimum of one lane of traffic in each direction with left-turn pockets from 8:30 a.m. to 3:30 p.m.**

**The Contractor shall submit to the City Engineer, for approval, a traffic control and detour plan for each phase of construction.**

**The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.**

**Temporary ramps for driveways or street ramps at intersections shall be provided and maintained. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the City Engineer. When vehicular access to the area cannot be maintained during the workday due to the nature of the Work, the Contractor shall notify residents of affected properties two working days in advance of the time access to the area will be cut off.**

**The Contractor shall conduct its operations such that fire hydrants, meter vaults, water and gas shutoff valves, and similar facilities are not buried during the course of the Work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties fronting the construction areas. Adequate access shall be maintained to affected businesses and residences.**

**Parking may be prohibited by means of tie-on temporary "No Parking" signs during construction. The Contractor shall remove tie-on signs as soon as construction is completed. The Contractor shall use signs furnished by the City Engineer.**

**Bus service will be maintained on bus routes with posted bus stops and the Contractor shall maintain adequate all weather landings for bus patrons. Temporary landings will be located adjacent to the traveled lane and the Contractor shall provide adequately lighted barricades to provide easy and safe access to the landing from the walk area. The Contractor shall notify the Long Beach Public Transportation Company prior to moving the location of any bus stop.**

**The Contractor shall have at the Work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply**

## **GENERAL REQUIREMENTS**

with provisions of these and all other applicable federal, state and local laws, ordinances and regulations.

Where traffic is directed around or adjacent to the construction area, the Contractor shall provide, install, maintain and remove temporary striping, delineators, barricades, lights, signs, and other devices required for the control of traffic as required by the applicable City and State traffic regulations and the 2001 edition of "Work Area Traffic Control Handbook." The City of Long Beach shall have the right to relocate traffic control devices.

Reflective, temporary road signs will be allowed, if they are maintained in good condition at all times.

After the devices have been installed the Contractor shall, at its sole expense, maintain and keep them in good repair until the acceptance of the Work. The Contractor shall also, during the term of the Contract, pay the cost of replacing such devices that are lost or damaged to such an extent as to require replacement, regardless of the cause of such loss or damage. Temporary and existing striping not obliterated by new construction, as required for temporary traffic control, shall be removed by sandblasting as directed by the City Engineer. Existing pavement markings, where temporary pavement markings are provided, shall be removed by sandblasting. Covering these markings is not permitted.

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices.

The City shall, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the Work. The City shall deduct the cost of said work from the money due or to become due the Contractor.

The Contractor shall commence placement of the permanent traffic striping and pavement markings on the calendar day following completion of final roadway paving, unless otherwise authorized by the City Engineer, and shall diligently perform the Work to completion. In any event, all permanent traffic striping and pavement markings shall be completed within two calendar weeks following completion of final roadway paving. The Contractor's attention is directed to the Special Provisions concerning public convenience and safety during the time period in which the existing pavement markings are obliterated by new construction.

Full payment for temporary traffic control devices, including furnishing, installing, maintaining and removing said devices, sandblasting existing markings, flagging, if required, and giving advance notices as specified herein shall be considered as included in the unit prices bid for various items of Work, and no additional payment will be made.

## GENERAL REQUIREMENTS

### Noise Control:

The Contractor shall abide by the Long Beach Municipal Code Chapters 8 and 18 and shall endeavor to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours.

### Indemnity:

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or Subcontractors, either as a sole or contributory cause, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, or their officials, employees, or agents.

With respect to any premises or equipment of the City that contractor uses in the performance of the Contract, the Contractor shall inspect them prior to use and agree to maintain them in a safe condition.

### Protection of Employees and Others:

The Contractor shall at its sole expense take such precautions as are necessary to protect workers engaged in the performance of the work specified hereunder and to prevent accidents or injury to such workers or others. The Contractor shall comply with all safety orders of the Division of Industrial Safety of the State of California as well as applicable Federal regulations insofar as the same pertain to the Contractor's operations. Should any unusual or hazardous condition exist by reason of the work to be performed or should any unusual or hazardous condition arise out of the performance of such work, or should a condition involving a peculiar risk of bodily harm to workers or others arise, then the Contractor shall take all precautions necessary to protect workers and others.

### Signs/Improvements:

The Contractor shall not post signs or advertising matter on City property without the prior written approval of the City.

### Changes in Service:

The City may, at its discretion, authorize the Contractor to perform additional work, including but no limited to repairs, enhancements (e.g. addition of structure best

## **GENERAL REQUIREMENTS**

management practices in storm drain system catchments) and replacements when the need for such work arises out of new NPDES regulatory requirements (e.g. TMDL) or extraordinary incidents such as vandalism, Acts of God, and third party negligence.

If the City determines that the work resulting from NPDES regulatory requirements, vandalism, Acts of God or third party negligence can be performed by Contractor's present work force, City may modify the Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in this Contract and authorized by the City and performed by the Contractor shall be paid by City as otherwise specified herein.

In the event that additional services are deemed necessary by the City for newly-developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the bid price a unit cost basis as specified in the Contractor's bid.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

For modifications, reductions, or deletions in services, the City's representative(s) shall notify the Contractor in writing of changes a minimum of five (5) business days in advance. Charges for services shall be adjusted by the Contractor on a pro-rata basis to meet changes made. Costs for new services shall be charged in accordance with the prices quoted by the Contractor and acceptable to the City representative(s) as otherwise specified herein.

- a. For authorized work designated as "Specialty Functions," Contractor shall submit a quote based on the costs in Contractor's bid. In the event that Contractor's quote for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
- b. For authorized work designated as "Additional Work," payment shall be based on Contractor's quote for such work. City may authorize the work based upon Contractor's quote and Contractor shall submit an invoice to City, for the actual work completed. The invoice shall not

## **GENERAL REQUIREMENTS**

exceed more than ten percent (10%) of Contractor's quote for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces or to contract with a third party for such work.

### **Inquiries and Complaints:**

The Contractor shall maintain an office located within one (1) hour's response time of the City's boundaries and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. During the daily hours of operation, the Contractor shall have some responsible person, who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service is an acceptable substitute to full-time coverage, provided that Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's foreman or an employee of the Contractor who is responsible for providing maintenance services shall be available for notification through electronic communications.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. A copy of that log should be made available to the City upon request

All complaints shall be resolved as soon as possible after notification, but in all cases within seventy-two (72) hours, and to the satisfaction of the City representatives. If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified, the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

### **Emergency Numbers and Call-Outs:**

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the City of Long Beach shall be referred to the Contractor for immediate disposition.

## **GENERAL REQUIREMENTS**

- 1. In the event that emergency work is required during normal business hours, the Contractor shall notify the Stormwater/Environmental Compliance Officer, or his representative, by telephone in advance before any emergency work is commenced.**
- 2. In situations involving emergencies after normal work hours, the Contractor shall guarantee that a representative with decision-making authority will be on-site within 30 minutes. If necessary, the Contractor will dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.); maps of the city's storm drain system and the Emergency Call Out Contact List. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action and contact the Stormwater/Environmental Compliance Officer and/or designee.**
- 3. The Contractor shall supply the City with names and phone numbers of persons representing the Contractor for 24-hour emergency response, seven (7) days per week. The Contractor shall be available via voicemail, pager or answering service for emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within 12 hours after any such change. Failure to maintain emergency information current shall result in a \$100 deduction for each occurrence. Failure to respond to City representatives within thirty (30) minutes following call-out shall result in a \$200 deduction per occurrence.**

### **Emergency response defined:**

- As per the City Engineer;**
- As per the Emergency Operation Center (EOC) or Department Operation Center (DOC);**
- As per Stormwater/Environmental Compliance Officer or designated City Staff: and**
- Public Health and Safety Officer**

**Public health/safety matters include but are not limited to broken water mains, broken sewer lines, sanitary sewer overflows, fats, oils and grease related issues, stuck valves, threat to private property resulting from fallen trees, natural disasters, etc.**

- 4. During storms and periods of excessive rainfall the Contractor, to the best of their ability, shall keep the storm drain system (area drains, french drains, catch basins, pump stations and storm drain conveyance pipes) clear and in operating condition.**
- 5. The City of Long Beach will, in turn, provide to Contractor the City's emergency contact information, so that in the event the Contractor must contact City staff,**

## GENERAL REQUIREMENTS

this information can be utilized.

### Non-Emergency Call-Outs:

Contractor should submit to the City, on a separate invoice based on time and materials, charges for these call-outs, when pre-approved by the City, (i.e., trash pickup generated by special functions) for those items outside of the normal scope of work. The time and material charges shall be in accordance with the Contractor's bid.

### Supervision and Special Skills:

The Contractor shall assign a supervisor as proposed in the labor summary, who will be authorized to act on behalf of the Contractor and who will work regular hours for the duration of this Contract. He/she shall have a minimum of ten (10) years' experience in repair and maintenance supervision. Contractor's supervisor shall be capable of communicating effectively both in written and spoken English and have experience in storm drain maintenance projects of the type found in the City of Long Beach. All supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls and/or text messages from anywhere (not a calling card) in Southern California.

### Special Requests:

The Contractor may be requested by the City to perform special tasks that are not included in the normally scheduled work (i.e., citizen requests, coordination with utility locations, or special work orders relative to City functions). It is intended that these Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.

### Contract Enforcement:

The Contractor or its authorized representative shall meet at City Hall at least quarterly, or when requested by either party, to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

### Safety:

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally have sole responsibility for complying with all local, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and

## **GENERAL REQUIREMENTS**

**CAL-O.S.H.A. Safety Orders.** The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and actions taken.

All services provided and materials used shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used.

### **Safe Work Environment:**

The Contractor shall provide a safe work place and comply with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards. Non-compliance will result in a deficiency of performance deduction of a minimum of \$100.

### **Traffic Control:**

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual or Watch Book. Any lane closures shall be coordinated prior with the Park Maintenance Supervisor. Lighted sign or arrow boards are required as needed.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

### **Cooperation/Collateral Work:**

There will be on-going activities and operations conducted by the City and other contractors during Contractor's work. These activities will include but are not limited to modification or repair, construction and storm related operations. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work. At times, the Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Stormwater/Environmental Compliance Officer to cooperate.

## GENERAL REQUIREMENTS

### Locks and Keys:

Access to City facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representatives. Access may include special instructions about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and the equipment, furnishings and other items in the facilities are maintained at all times.

The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, and valve/pump cover boxes. The Contractor shall purchase similar locks on loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.

The Contractor may provide a chain and lock system, at the Contractor's sole expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.

The Contractor shall maintain keys in a safe and secure manner and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City's representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the facility or duplicating additional keys.

Upon termination or expiration of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500,000, or both.

### Graffiti:

Contractor shall report to the site representative any damage to City property, including but not limited to vandalism, acts of God, and third party negligence.

### Estimated Quantities:

Subsection 9-3.1, "General," of the Standard Specifications, is supplemented by the following:

The quantities stated herein are only estimates. The Contractor shall furnish whatever quantities are actually needed to complete the Work, whether the

## **GENERAL REQUIREMENTS**

quantities are more or less than the estimates, at the unit prices bid. There is no guarantee that the total amount bid will be reached, and it may be exceeded.

### **Payment:**

The City will make quarterly payments to the Contractor for work performed under the contract. Four equal payments will be made each year for bid items 1, 1A, 2, 3, and 5 since they are based on an annual lump sum. Payment for bid item 4 will be issued on a quarterly basis. Payment will be based on the actual number of city-owned catch basins during the prior three months (billing period) multiplied by one fourth of the unit bid price per catch basin. Payment for bid items 6, 7, and 8 will be based on occurrence.

Section 9, "Measurement and Payment," of the Standard Specifications is supplemented by the following:

Payment will be made in due course of payments by the City of Long Beach.

Delete the seventh paragraph of Subsection 9-3.1, "General," of the Standard Specifications, and substitute the following:

Payment shall not relieve the Contractor from its obligations under the Contract, nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of any equipment, materials, or the Work to the City.

Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made, or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 6-10, "Use of Improvement During Construction".

Delete the last paragraph of Subsection 9-3.1, "General," of the Standard Specifications, and substitute the following:

At the expiration of 35 days after the date of acceptance of the Work by the City, or as prescribed by law including but not limited to Section 7107 of the Public Contracts Code, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained, or that are in dispute.

# **EXHIBIT A**

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**BEST MANAGEMENT PRACTICES (BMP's)**

## Water Conservation Practices

### NS-1



#### Description and Purpose

Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and the transport of pollutants offsite. These practices can reduce or eliminate non-stormwater discharges.

#### Suitable Applications

Water conservation practices are suitable for all construction sites where water is used, including piped water, metered water, trucked water, and water from a reservoir.

#### Limitations

- None identified.

#### Implementation

- Keep water equipment in good working condition.
- Stabilize water truck filling area.
- Repair water leaks promptly.
- Washing of vehicles and equipment on the construction site is discouraged.
- Avoid using water to clean construction areas. If water must be used for cleaning or surface preparation, surface should be swept and vacuumed first to remove dirt. This will minimize amount of water required.

#### Objectives

EC	Erosion Control	✓
SE	Sediment Control	✓
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	✓
WM	Waste Management and Materials Pollution Control	

#### Legend:

- ✓ Primary Objective
- Secondary Objective

#### Targeted Constituents

Sediment	✓
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

#### Potential Alternatives

None



## NS-1 Water Conservation Practices

- Direct construction water runoff to areas where it can soak into the ground or be collected and reused.
- Authorized non-stormwater discharges to the storm drain system, channels, or receiving waters are acceptable with the implementation of appropriate BMPs.
- Lock water tank valves to prevent unauthorized use.

#### Costs

The cost is small to none compared to the benefits of conserving water.

#### Inspection and Maintenance

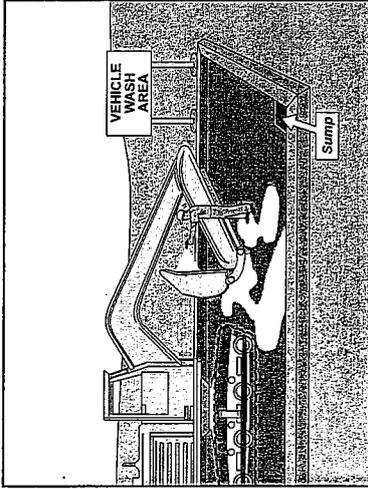
- Inspect and verify that activity based BMPs are in place prior to the commencement of authorized non-stormwater discharges.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges are occurring.
- Repair water equipment as needed to prevent unintended discharges.
  - Water trucks
  - Water reservoirs (water buffalos)
  - Irrigation systems
  - Hydrant connections

#### References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

## Vehicle and Equipment Cleaning

### NS-8



#### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	✓
WM	Waste Management and Materials Pollution Control	

#### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

#### Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	
Metals	
Bacteria	✓
Oil and Grease	✓
Organics	✓

#### Potential Alternatives

None

#### Description and Purpose

Vehicle and equipment cleaning procedures and practices prevent or reduce the discharge of pollutants to stormwater from vehicle and equipment cleaning by using offsite facilities; washing in designated, contained areas only; eliminating discharges to the storm drain by infiltrating the wash water; and training employees and subcontractors.

#### Suitable Applications

These procedures are suitable on all construction sites where vehicle and equipment cleaning is performed.

#### Limitations

Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/ Exit.

#### Implementation

Use an offsite commercial washing business as much as possible. These businesses are better equipped to handle and dispose of the wash waters properly. Performing this work offsite can also be economical by eliminating the need for a separate washing operation onsite.

- Use phosphate-free, biodegradable soaps.
- Educate employees and subcontractors on pollution prevention measures.



## NS-8 Vehicle and Equipment Cleaning

- Do not permit steam cleaning onsite. Steam cleaning can generate significant pollutant concentrates.
- Cleaning of vehicles and equipment with soap, solvents or steam should not occur on the project site unless resulting wastes are fully contained and disposed of. Resulting wastes should not be discharged or buried, and must be captured and recycled or disposed according to the requirements of WM-10, Liquid Waste Management or WM-6, Hazardous Waste Management, depending on the waste characteristics. Minimize use of solvents. Use of diesel for vehicle and equipment cleaning is prohibited.
- All vehicles and equipment that regularly enter and leave the construction site must be cleaned offsite.
- When vehicle and equipment washing and cleaning must occur onsite, and the operation cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area should have the following characteristics:
  - Located away from storm drain inlets, drainage facilities, or watercourses
  - Paved with concrete or asphalt and bermed to contain wash waters and to prevent runoff
  - Configured with a sump to allow collection and disposal of wash water
  - No discharge of wash waters to storm drains or watercourses
  - Used only when necessary
- When cleaning vehicles and equipment with water:
  - Use as little water as possible. High-pressure sprayers may use less water than a hose and should be considered
  - Use positive shutoff valve to minimize water usage
  - Facility wash racks should discharge to a sanitary sewer, recycle system or other approved discharge system and should not discharge to the storm drainage system, watercourses, or to groundwater

#### Costs

Cleaning vehicles and equipment at an offsite facility may reduce overall costs for vehicle and equipment cleaning by eliminating the need to provide similar services onsite. When onsite cleaning is needed, the cost to establish appropriate facilities is relatively low on larger, long-duration projects, and moderate to high on small, short-duration projects.

#### Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and at two-week intervals in the non-rainy season to verify continued BMP implementation.

## **Vehicle and Equipment Cleaning      NS-8**

- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Inspection and maintenance is minimal, although some berm repair may be necessary.
- Monitor employees and subcontractors throughout the duration of the construction project to ensure appropriate practices are being implemented.
- Inspect sump regularly and remove liquids and sediment as needed.
- Prohibit employees and subcontractors from washing personal vehicles and equipment on the construction site.

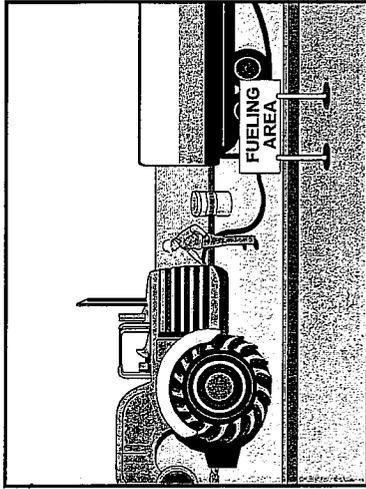
### **References**

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Swisher, R.D. Surfactant Biodegradation, Marcel Dekker Corporation, 1987.

## Vehicle and Equipment Fueling

NS-9



### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	✓
WM	Waste Management and Materials Pollution Control	

### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

### Targeted Constituents

Sediment	
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	✓

### Potential Alternatives

None
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1 of 3

## NS-9 Vehicle and Equipment Fueling

- Absorbent spill cleanup materials and spill kits should be available in fueling areas and on fueling trucks, and should be disposed of properly after use.
- Drip pans or absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area.
- Use absorbent materials on small spills. Do not hose down or bury the spill. Remove the absorbent materials promptly and dispose of properly.
- Avoid mobile fueling of mobile construction equipment around the site; rather, transport the equipment to designated fueling areas. With the exception of tracked equipment such as bulldozers and large excavators, most vehicles should be able to travel to a designated area with little lost time.
- Train employees and subcontractors in proper fueling and cleanup procedures.
- When fueling must take place onsite, designate an area away from drainage courses to be used. Fueling areas should be identified in the SWPPP.
- Dedicated fueling areas should be protected from stormwater runoff and runoff, and should be located at least 50 ft away from downstream drainage facilities and watercourses. Fueling must be performed on level-grade areas.
- Protect fueling areas with berms and dikes to prevent runoff, and to contain spills.
- Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended.
- Use vapor recovery nozzles to help control drips as well as air pollution where required by Air Quality Management Districts (AQMD).
- Federal, state, and local requirements should be observed for any stationary above ground storage tanks.

### Costs

- All of the above measures are low cost except for the capital costs of above ground tanks that meet all local environmental, zoning, and fire codes.

### Inspection and Maintenance

- Vehicles and equipment should be inspected each day of use for leaks. Leaks should be repaired immediately or problem vehicles or equipment should be removed from the project site.
- Keep ample supplies of spill cleanup materials onsite.
- Immediately clean up spills and properly dispose of contaminated soil and cleanup materials.

January 2003

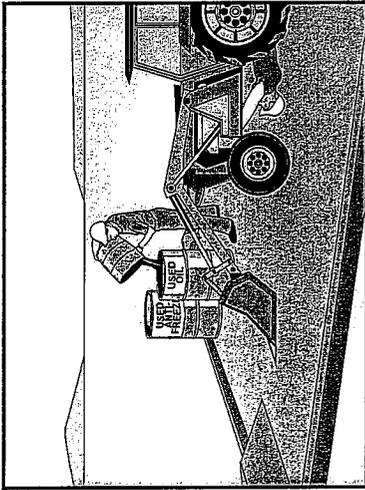
January 2003

## **Vehicle and Equipment Fueling NS-9**

### **References**

- Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.
- Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.
- Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.
- Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

## Vehicle & Equipment Maintenance NS-10



Objectives	
EC	Erosion Control
SE	Sediment Control
TC	Tracking Control
WE	Wind Erosion Control
NS	Non-Stormwater Management Control
WM	Waste Management and Materials Pollution Control
Legend:	
✓	Primary Objective
✓	Secondary Objective

Targeted Constituents	
Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓
Potential Alternatives	
None	

### Description and Purpose

Prevent or reduce the contamination of stormwater resulting from vehicle and equipment maintenance by running a "dry and clean site". The best option would be to perform maintenance activities at an offsite facility. If this option is not available then work should be performed in designated areas only, while providing cover for materials stored outside, checking for leaks and spills, and containing and cleaning up spills immediately. Employees and subcontractors must be trained in proper procedures.

### Suitable Applications

These procedures are suitable on all construction projects where an onsite yard area is necessary for storage and maintenance of heavy equipment and vehicles.

### Limitations

Onsite vehicle and equipment maintenance should only be used where it is impractical to send vehicles and equipment offsite for maintenance and repair. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Outdoor vehicle or equipment maintenance is a potentially significant source of stormwater pollution. Activities that can contaminate stormwater include engine repair and service, changing or replacement of fluids, and outdoor equipment storage and parking (engine fluid leaks). For further information on vehicle or equipment servicing, see NS-8, Vehicle and Equipment Cleaning, and NS-9, Vehicle and Equipment Fueling.



## NS-10 Vehicle & Equipment Maintenance

### Implementation

- Use offsite repair shops as much as possible. These businesses are better equipped to handle vehicle fluids and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate maintenance area.
- If maintenance must occur onsite, use designated areas, located away from drainage courses. Dedicated maintenance areas should be protected from stormwater runoff and runoff, and should be located at least 50 ft from downstream drainage facilities and watercourses.
- Drip pans or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- All fueling trucks and fueling areas are required to have spill kits and/or use other spill protection devices.
- Use adsorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- Inspect onsite vehicles and equipment daily at startup for leaks, and repair immediately.
- Keep vehicles and equipment clean; do not allow excessive build-up of oil and grease.
- Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic and transmission fluids. Provide secondary containment and covers for these materials if stored onsite.
- Train employees and subcontractors in proper maintenance and spill cleanup procedures.
- Drip pans or plastic sheeting should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- For long-term projects, consider using portable tents or covers over maintenance areas if maintenance cannot be performed offsite.
- Consider use of new, alternative greases and lubricants, such as adhesive greases, for chassis lubrication and fifth-wheel lubrication.
- Properly dispose of used oils, fluids, lubricants, and spill cleanup materials.
- Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- Properly dispose of or recycle used batteries.
- Do not bury used tires.
- Repair leaks of fluids and oil immediately.

## Vehicle & Equipment Maintenance NS-10

Listed below is further information if you must perform vehicle or equipment maintenance onsite.

### **safer Alternative Products**

- Consider products that are less toxic or hazardous than regular products. These products are often sold under an "environmentally friendly" label.
- Consider use of grease substitutes for lubrication of truck fifth-wheels. Follow manufacturers label for details on specific uses.
- Consider use of plastic friction plates on truck fifth-wheels in lieu of grease. Follow manufacturers label for details on specific uses.

### **Waste Reduction**

Parts are often cleaned using solvents such as trichloroethylene, trichloroethane, or methylene chloride. Many of these cleaners are listed in California Toxic Rule as priority pollutants. These materials are harmful and must not contaminate stormwater. They must be disposed of as a hazardous waste. Reducing the number of solvents makes recycling easier and reduces hazardous waste management costs. Often, one solvent can perform a job as well as two different solvents. Also, if possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials. For example, replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check the list of active ingredients to see whether it contains chlorinated solvents. The "chlor" term indicates that the solvent is chlorinated. Also, try substituting a wire brush for solvents to clean parts.

### **Recycling and Disposal**

Separating wastes allows for easier recycling and may reduce disposal costs. Keep hazardous wastes separate, do not mix used oil solvents, and keep chlorinated solvents (like trichloroethane) separate from non-chlorinated solvents (like kerosene and mineral spirits). Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around. Provide cover and secondary containment until these materials can be removed from the site.

Oil filters can be recycled. Ask your oil supplier or recycler about recycling oil filters.

Do not dispose of extra paints and coatings by dumping liquid onto the ground or throwing it into dumpsters. Allow coatings to dry or harden before disposal into covered dumpsters.

Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries, even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

### **Costs**

All of the above are low cost measures. Higher costs are incurred to setup and maintain onsite maintenance areas.

## NS-10 Vehicle & Equipment Maintenance

### **Inspection and Maintenance**

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and at two-week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Keep ample supplies of spill cleanup materials onsite.
- Maintain waste fluid containers in leak proof condition.
- Vehicles and equipment should be inspected on each day of use. Leaks should be repaired immediately or the problem vehicle(s) or equipment should be removed from the project site.
- Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

### **References**

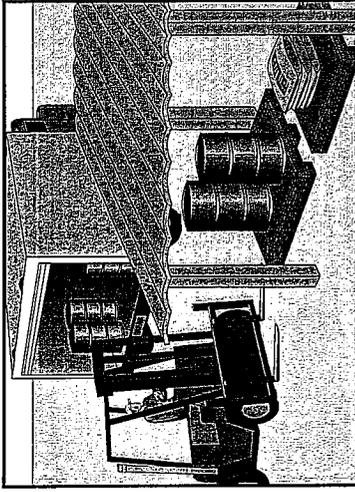
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Coastal Nonpoint Pollution Control Program; Program Development and Approval Guidance, Working Group, Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

## Material Delivery and Storage

### WM-1



#### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	✓

#### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

#### Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	
Oil and Grease	✓
Organics	✓

#### Potential Alternatives

None



## WM-1 Material Delivery and Storage

- Hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Concrete compounds
- Other materials that may be detrimental if released to the environment

#### Limitations

- Space limitation may preclude indoor storage.
- Storage sheds often must meet building and fire code requirements.

#### Implementation

The following steps should be taken to minimize risk:

- Temporary storage area should be located away from vehicular traffic.
- Material Safety Data Sheets (MSDS) should be supplied for all materials stored.
- Construction site areas should be designated for material delivery and storage.
- Material delivery and storage areas should be located near the construction entrances, away from waterways, if possible.
  - Avoid transport near drainage paths or waterways.
  - Surround with earth berms. See EC-9, Earth Dikes and Drainage Swales.
  - Place in an area which will be paved.

Storage of reactive, ignitable, or flammable liquids must comply with the fire codes of your area. Contact the local Fire Marshal to review site materials, quantities, and proposed storage area to determine specific requirements. See the Flammable and Combustible Liquid Code, NFPA30.

- An up to date inventory of materials delivered and stored onsite should be kept.
- Hazardous materials storage onsite should be minimized.
- Hazardous materials should be handled as infrequently as possible.
- During the rainy season, consider storing materials in a covered area. Store materials in secondary containments such as earthen dike, horse trough, or even a children's wading pool for non-reactive materials such as detergents, oil, grease, and paints. Small amounts of material may be secondarily contained in "bus boy" trays or concrete mixing trays.
- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, in secondary containment.

#### Description and Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, installing secondary containment, conducting regular inspections, and training employees and subcontractors.

This best management practice covers only material delivery and storage. For other information on materials, see WM-2, Material Use, or WM-4, Spill Prevention and Control. For information on wastes, see the waste management BMPs in this section.

#### Suitable Applications

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Soil stabilizers and binders
- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Petroleum products such as fuel, oil, and grease
- Asphalt and concrete components

## Material Delivery and Storage

### WM-1

- If drums must be kept uncovered, store them at a slight angle to reduce ponding of rainwater on the lids to reduce corrosion. Domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.
- Chemicals should be kept in their original labeled containers.
- Employees and subcontractors should be trained on the proper material delivery and storage practices.
- Employees trained in emergency spill cleanup procedures must be present when dangerous materials or liquid chemicals are unloaded.
- If significant residual materials remain on the ground after construction is complete, properly remove materials and any contaminated soil. See WM-7, Contaminated Soil Management. If the area is to be paved, pave as soon as materials are removed to stabilize the soil.

#### Material Storage Areas and Practices

- Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 should be stored in approved containers and drums and should not be overfilled. Containers and drums should be placed in temporary containment facilities for storage.
- A temporary containment facility should provide for a spill containment volume able to contain precipitation from a 25 year storm event, plus the greater of 10% of the aggregate volume of all containers or 100% of the capacity of the largest container within its boundary, whichever is greater.
- A temporary containment facility should be impervious to the materials stored therein for a minimum contact time of 72 hours.
- A temporary containment facility should be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be collected and placed into drums. These liquids should be handled as a hazardous waste unless testing determines them to be non-hazardous. All collected liquids or non-hazardous liquids should be sent to an approved disposal site.
- Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
- Incompatible materials, such as chlorine and ammonia, should not be stored in the same temporary containment facility.
- Throughout the rainy season, each temporary containment facility should be covered during non-working days, prior to, and during rain events.
- Materials should be stored in their original containers and the original product labels should be maintained in place in a legible condition. Damaged or otherwise illegible labels should be replaced immediately.

## WM-1 Material Delivery and Storage

- Bagged and boxed materials should be stored on pallets and should not be allowed to accumulate on the ground. To provide protection from wind and rain throughout the rainy season, bagged and boxed materials should be covered during non-working days and prior to and during rain events.
- Stockpiles should be protected in accordance with WM-3, Stockpile Management.
- Materials should be stored indoors within existing structures or sheds when available.
- Proper storage instructions should be posted at all times in an open and conspicuous location.
- An ample supply of appropriate spill clean up material should be kept near storage areas.
- Also see WM-6, Hazardous Waste Management, for storing of hazardous materials.

#### Material Delivery Practices

- Keep an accurate, up-to-date inventory of material delivered and stored onsite.
- Arrange for employees trained in emergency spill cleanup procedures to be present when dangerous materials or liquid chemicals are unloaded.

#### Spill Cleanup

- Contain and clean up any spill immediately.
- Properly remove and dispose of any hazardous materials or contaminated soil if significant residual materials remain on the ground after construction is complete. See WM-7, Contaminated Soil Management.
- See WM-4, Spill Prevention and Control, for spills of chemicals and/or hazardous materials.

#### Cost

- The largest cost of implementation may be in the construction of a materials storage area that is covered and provides secondary containment.

#### Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Keep an ample supply of spill cleanup materials near the storage area.
- Keep storage areas clean, well organized, and equipped with ample cleanup supplies as appropriate for the materials being stored.
- Repair or replace perimeter controls, containment structures, covers, and liners as needed to maintain proper function.

## **Material Delivery and Storage WM-1**

### **References**

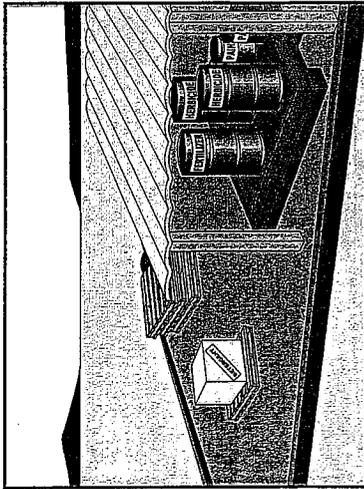
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Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

## Material Use



### Description and Purpose

Prevent or reduce the discharge of pollutants to the storm drain system or watercourses from material use by using alternative products, minimizing hazardous material use onsite, and training employees and subcontractors.

### Suitable Applications

This BMP is suitable for use at all construction projects. These procedures apply when the following materials are used or prepared onsite:

- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Petroleum products such as fuel, oil, and grease
- Asphalt and other concrete components
- Other hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Concrete compounds
- Other materials that may be detrimental if released to the environment

## WM-2

### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	✓

### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

### Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓

### Potential Alternatives

None



## WM-2

## Material Use

### Limitations

Safer alternative building and construction products may not be available or suitable in every instance.

### Implementation

The following steps should be taken to minimize risk:

- Minimize use of hazardous materials onsite.
- Follow manufacturer instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.
- Train personnel who use pesticides. The California Department of Pesticide Regulation and county agricultural commissioners license pesticide dealers, certify pesticide applicators, and conduct onsite inspections.
- Do not over-apply fertilizers, herbicides, and pesticides. Prepare only the amount needed. Follow the recommended usage instructions. Over-application is expensive and environmentally harmful. Unless on steep slopes, till fertilizers into the soil rather than hydro seeding. Apply surface dressings in several smaller applications, as opposed to one large application, to allow time for infiltration and to avoid excess material being carried offsite by runoff. Do not apply these chemicals just before it rains.
- Train employees and subcontractors in proper material use.
- Supply Material Safety Data Sheets (MSDS) for all materials.
- Dispose of latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths, when thoroughly dry and are no longer hazardous, with other construction debris.
- Do not remove the original product label; it contains important safety and disposal information. Use the entire product before disposing of the container.
- Mix paint indoors or in a containment area. Never clean paintbrushes or rinse paint containers into a street, gutter, storm drain, or watercourse. Dispose of any paint thinners, residue, and sludge(s) that cannot be recycled, as hazardous waste.
- For water-based paint, clean brushes to the extent practicable, and rinse to a drain leading to a sanitary sewer where permitted, or into a concrete washout pit or temporary sediment trap. For oil-based paints, clean brushes to the extent practicable, and filter and reuse thinners and solvents.
- Use recycled and less hazardous products when practical. Recycle residual paints, solvents, non-treated lumber, and other materials.
- Use materials only where and when needed to complete the construction activity. Use safer alternative materials as much as possible. Reduce or eliminate use of hazardous materials onsite when practical.

## Material Use

### WM-2

- Require contractors to complete the "Report of Chemical Spray Forms" when spraying herbicides and pesticides.
  - Keep an ample supply of spill clean up material near use areas. Train employees in spill clean up procedures.
  - Avoid exposing applied materials to rainfall and runoff unless sufficient time has been allowed for them to dry.
- Costs**  
All of the above are low cost measures.
- Inspection and Maintenance**
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and at two-week intervals in the non-rainy season to verify continued BMP implementation.
  - Maintenance of this best management practice is minimal.
  - Spot check employees and subcontractors throughout the job to ensure appropriate practices are being employed.

### References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

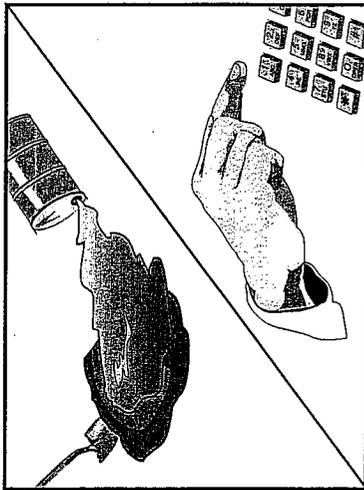
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## Spill Prevention and Control

WM-4



### Description and Purpose

Prevent or reduce the discharge of pollutants to drainage systems or watercourses from leaks and spills by reducing the chance for spills, stopping the source of spills, containing and cleaning up spills, properly disposing of spill materials, and training employees.

This best management practice covers only spill prevention and control. However, WM-1, Materials Delivery and Storage, and WM-2, Material Use, also contain useful information, particularly on spill prevention. For information on wastes, see the waste management BMPs in this section.

### Suitable Applications

This BMP is suitable for all construction projects. Spill control procedures are implemented anytime chemicals or hazardous substances are stored on the construction site, including the following materials:

- Soil stabilizers/binders
- Dust palliatives
- Herbicides
- Growth inhibitors
- Fertilizers
- Deicing/anti-icing chemicals

### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	✓

### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

### Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	
Oil and Grease	✓
Organics	✓

### Potential Alternatives

None



1 of 6

## Spill Prevention and Control

WM-4

- Fuels
  - Lubricants
  - Other petroleum distillates
- Limitations**
- In some cases it may be necessary to use a private spill cleanup company.
  - This BMP applies to spills caused by the contractor and subcontractors.
  - Procedures and practices presented in this BMP are general. Contractor should identify appropriate practices for the specific materials used or stored onsite

### Implementation

The following steps will help reduce the stormwater impacts of leaks and spills:

### Education

- Be aware that different materials pollute in different amounts. Make sure that each employee knows what a "significant spill" is for each material they use, and what is the appropriate response for "significant" and "insignificant" spills.
- Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
- Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.
- Have contractor's superintendent or representative oversee and enforce proper spill prevention and control measures.

### General Measures

- To the extent that the work can be accomplished safely, spills of oil, petroleum products, substances listed under 40 CFR parts 110.117, and 302, and sanitary and septic wastes should be contained and cleaned up immediately.
- Store hazardous materials and wastes in covered containers and protect from vandalism.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- Train employees in spill prevention and cleanup.
- Designate responsible individuals to oversee and enforce control measures.
- Spills should be covered and protected from stormwater runoff during rainfall to the extent that it doesn't compromise clean up activities.
- Do not bury or wash spills with water.

2 of 6

## Spill Prevention and Control

WM-4

- Store and dispose of used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose in conformance with the provisions in applicable BMPs.
- Do not allow water used for cleaning and decontamination to enter storm drains or watercourses. Collect and dispose of contaminated water in accordance with WM-10, Liquid Waste Management.
- Contain water overflow or minor water spillage and do not allow it to discharge into drainage facilities or watercourses.
- Place proper storage, cleanup, and spill reporting instructions for hazardous materials stored or used on the project site in an open, conspicuous, and accessible location.
- Keep waste storage areas clean, well organized, and equipped with ample cleanup supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers, and liners should be repaired or replaced as needed to maintain proper function.

### Cleanup

- Clean up leaks and spills immediately.
- Use a rag for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to either a certified laundry (rags) or disposed of as hazardous waste.
- Never hose down or bury dry material spills. Clean up as much of the material as possible and dispose of property. See the waste management BMPs in this section for specific information.

### Minor Spills

- Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spill.
- Absorbent materials should be promptly removed and disposed of properly.
- Follow the practice below for a minor spill:
  - Contain the spread of the spill.
  - Recover spilled materials.
  - Clean the contaminated area and properly dispose of contaminated materials.

### Semi-Significant Spills

- Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.

## Spill Prevention and Control

WM-4

- Spills should be cleaned up immediately:
  - Contain spread of the spill.
  - Notify the project foreman immediately.
  - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
  - If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
  - If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

### Significant/Hazardous Spills

- For significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps should be taken:
  - Notify the local emergency response by dialing 911. In addition to 911, the contractor will notify the proper county officials. It is the contractor's responsibility to have all emergency phone numbers at the construction site.
  - Notify the Governor's Office of Emergency Services Warning Center, (916) 845-8911.
  - For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110,119, and 302, the contractor should notify the National Response Center at (800) 424-8802.
  - Notification should first be made by telephone and followed up with a written report.
  - The services of a spills contractor or a Haz-Mat team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staffs have arrived at the job site.
  - Other agencies which may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Coast Guard, the Highway Patrol, the City/County Police Department, Department of Toxic Substances, California Division of Oil and Gas, Cal/OSHA, etc.

### Reporting

- Report significant spills to local agencies, such as the Fire Department; they can assist in cleanup.
- Federal regulations require that any significant oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hours).

Use the following measures related to specific activities:

## Spill Prevention and Control

WM-4

### *Vehicle and Equipment Maintenance*

- If maintenance must occur onsite, use a designated area and a secondary containment, located away from drainage courses, to prevent the runoff of stormwater and the runoff of spills.
- Regularly inspect onsite vehicles and equipment for leaks and repair immediately.
- Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.
- Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- Place drip pans or absorbent materials under paving equipment when not in use.
- Use absorbent materials on small spills rather than hosing down or burying the spill. Remove the absorbent materials promptly and dispose of properly.
- Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- Oil filters disposed of in trashcans or dumpsters can leak oil and pollute stormwater. Place the oil filter in a funnel over a waste oil-recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask the oil supplier or recycler about recycling oil filters.
- Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

### *Vehicle and Equipment Fueling*

- If fueling must occur onsite, use designate areas, located away from drainage courses, to prevent the runoff of stormwater and the runoff of spills.
- Discourage "topping off" of fuel tanks.
- Always use secondary containment, such as a drain pan, when fueling to catch spills/leaks.

### *Costs*

Prevention of leaks and spills is inexpensive. Treatment and/or disposal of contaminated soil or water can be quite expensive.

### *Inspection and Maintenance*

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.

## Spill Prevention and Control

WM-4

- Keep ample supplies of spill control and cleanup materials onsite, near storage, unloading, and maintenance areas.
- Update your spill prevention and control plan and stock cleanup materials as changes occur in the types of chemicals onsite.

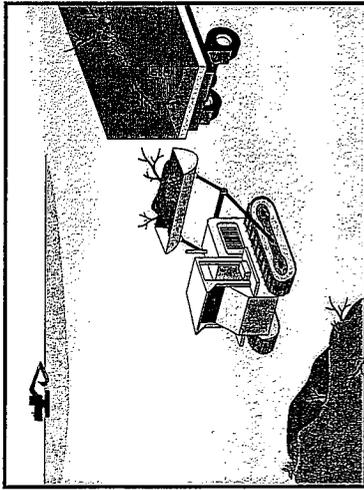
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Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

## Solid Waste Management



## WM-5

### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	✓

### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

### Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓

### Potential Alternatives

None

### Description and Purpose

Solid waste management procedures and practices are designed to prevent or reduce the discharge of pollutants to stormwater from solid or construction waste by providing designated waste collection areas and containers, arranging for regular disposal, and training employees and subcontractors.

### Suitable Applications

This BMP is suitable for construction sites where the following wastes are generated or stored:

- Solid waste generated from trees and shrubs removed during land clearing, demolition of existing structures (rubble), and building construction
- Packaging materials including wood, paper, and plastic
- Scrap or surplus building materials including scrap metals, rubber, plastic, glass pieces and masonry products
- Domestic wastes including food containers such as beverage cans, coffee cups, paper bags, plastic wrappers, and cigarettes
- Construction wastes including brick, mortar, timber, steel and metal scraps, pipe and electrical cuttings, non-hazardous equipment parts, styrofoam and other materials used to transport and package construction materials



## WM-5 Solid Waste Management

- Highway planting wastes, including vegetative material, plant containers, and packaging materials

### Limitations

Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.

### Implementation

The following steps will help keep a clean site and reduce stormwater pollution:

- Select designated waste collection areas onsite.
- Inform trash-hauling contractors that you will accept only watertight dumpsters for onsite use. Inspect dumpsters for leaks and repair any dumpster that is not watertight.
- Locate containers in a covered area or in a secondary containment.
- Provide an adequate number of containers with lids or covers that can be placed over the container to keep rain out or to prevent loss of wastes when it is windy.
- Plan for additional containers and more frequent pickup during the demolition phase of construction.
- Collect site trash daily, especially during rainy and windy conditions.
- Remove this solid waste promptly since erosion and sediment control devices tend to collect litter.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Do not hose out dumpsters on the construction site. Leave dumpster cleaning to the trash hauling contractor.
- Arrange for regular waste collection before containers overflow.
- Clean up immediately if a container does spill.
- Make sure that construction waste is collected, removed, and disposed of only at authorized disposal areas.

### Education

- Have the contractor's superintendent or representative oversee and enforce proper solid waste management procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and hazardous waste.
- Educate employees and subcontractors on solid waste storage and disposal procedures.

## Solid Waste Management

### WM-5

- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Require that employees and subcontractors follow solid waste handling and storage procedures.
- Prohibit littering by employees, subcontractors, and visitors.
- Minimize production of solid waste materials wherever possible.

#### **Collection, Storage, and Disposal**

- Littering on the project site should be prohibited.
- To prevent clogging of the storm drainage system, litter and debris removal from drainage grates, trash racks, and ditch lines should be a priority.
- Trash receptacles should be provided in the contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Litter from work areas within the construction limits of the project site should be collected and placed in watertight dumpsters at least weekly, regardless of whether the litter was generated by the contractor, the public, or others. Collected litter and debris should not be placed in or next to drain inlets, stormwater drainage systems, or watercourses.
- Dumpsters of sufficient size and number should be provided to contain the solid waste generated by the project.
- Full dumpsters should be removed from the project site and the contents should be disposed of by the trash hauling contractor.
- Construction debris and waste should be removed from the site biweekly or more frequently as needed.
- Construction material visible to the public should be stored or stacked in an orderly manner.
- Stormwater runoff should be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.
- Solid waste storage areas should be located at least 50 ft from drainage facilities and watercourses and should not be located in areas prone to flooding or ponding.
- Except during fair weather, construction and highway planting waste not stored in watertight dumpsters should be securely covered from wind and rain by covering the waste with tarps or plastic.
- Segregate potentially hazardous waste from non-hazardous construction site waste.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.

## WM-5 Solid Waste Management

- For disposal of hazardous waste, see WM-6, Hazardous Waste Management. Have hazardous waste hauled to an appropriate disposal and/or recycling facility.
- Salvage or recycle useful vegetation debris, packaging and surplus building materials when practical. For example, trees and shrubs from land clearing can be used as a brush barrier, or converted into wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

#### **Costs**

All of the above are low cost measures.

#### **Inspection and Maintenance**

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Inspect construction waste area regularly.
- Arrange for regular waste collection.

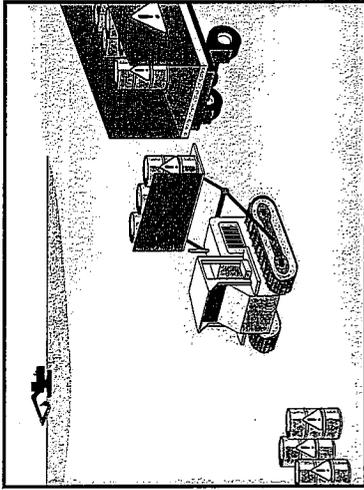
#### **References**

Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity, 430/9-73-007; USEPA, 1973.

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Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

## Hazardous Waste Management WM-6



Objectives	
EC	Erosion Control
SE	Sediment Control
TC	Tracking Control
WE	Wind Erosion Control
NS	Non-Stormwater Management Control
WM	Waste Management and Materials Pollution Control

Legend:  
 ✓ Primary Objective  
 ✓ Secondary Objective

Targeted Constituents	
Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓

Potential Alternatives	
None	



## Hazardous Waste Management WM-6

In addition, sites with existing structures may contain wastes, which must be disposed of in accordance with federal, state, and local regulations. These wastes include:

- Sandblasting grit mixed with lead-, cadmium-, or chromium-based paints
- Asbestos
- PCBs (particularly in older transformers)

### Limitations

- Hazardous waste that cannot be reused or recycled must be disposed of by a licensed hazardous waste hauler.
- Nothing in this BMP relieves the contractor from responsibility for compliance with federal, state, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.
- This BMP does not cover aerially deposited lead (ADL) soils. For ADL soils refer to WM-7, Contaminated Soil Management.

### Implementation

The following steps will help reduce stormwater pollution from hazardous wastes:

### Material Use

- Wastes should be stored in sealed containers constructed of a suitable material and should be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179.
- All hazardous waste should be stored, transported, and disposed as required in Title 22 CCR, Division 4.5 and 49 CFR 261-263.
- Waste containers should be stored in temporary containment facilities that should comply with the following requirements:
  - Temporary containment facility should provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event, plus the greater of 10% of the aggregate volume of all containers or 100% of the capacity of the largest tank within its boundary, whichever is greater.
  - Temporary containment facility should be impervious to the materials stored there for a minimum contact time of 72 hours.
  - Temporary containment facilities should be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids should be handled as a hazardous waste unless testing determines them to be non-hazardous. Non-hazardous liquids should be sent to an approved disposal site.
  - Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.

## Hazardous Waste Management WM-6

- Incompatible materials, such as chlorine and ammonia, should not be stored in the same containment facility.
- Throughout the rainy season, temporary containment facilities should be covered during non-working days, and prior to rain events. Covered facilities may include use of plastic tarps for small facilities or constructed roofs with overhangs.
- Drums should not be overfilled and wastes should not be mixed.
- Unless watertight, containers of dry waste should be stored on pallets.
- Do not over-apply herbicides and pesticides. Prepare only the amount needed. Follow the recommended usage instructions. Over application is expensive and environmentally harmful. Apply surface dressings in several smaller applications, as opposed to one large application. Allow time for infiltration and avoid excess material being carried offsite by runoff. Do not apply these chemicals just before it rains. People applying pesticides must be certified in accordance with federal and state regulations.
- Paint brushes and equipment for water and oil based paints should be cleaned within a contained area and should not be allowed to contaminate site soils, watercourses, or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused should be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths should be disposed of as solid waste.
- Do not clean out brushes or rinse paint containers into the dirt, street, gutter, storm drain, or stream. "Paint out" brushes as much as possible. Rinse water-based paints to the sanitary sewer. Filter and reuse thinners and solvents. Dispose of excess oil-based paints and sludge as hazardous waste.
- The following actions should be taken with respect to temporary contaminant:
  - Ensure that adequate hazardous waste storage volume is available.
  - Ensure that hazardous waste collection containers are conveniently located.
  - Designate hazardous waste storage areas onsite away from storm drains or watercourses and away from moving vehicles and equipment to prevent accidental spills.
  - Minimize production or generation of hazardous materials and hazardous waste on the job site.
  - Use containment berms in fueling and maintenance areas and where the potential for spills is high.
  - Segregate potentially hazardous waste from non-hazardous construction site debris.
  - Keep liquid or semi-liquid hazardous waste in appropriate containers (closed drums or similar) and under cover.

## Hazardous Waste Management WM-6

- Clearly label all hazardous waste containers with the waste being stored and the date of accumulation.
- Place hazardous waste containers in secondary containment.
- Do not allow potentially hazardous waste materials to accumulate on the ground.
- Do not mix wastes.
- Use all of the product before disposing of the container.
- Do not remove the original product label; it contains important safety and disposal information.

### Waste Recycling Disposal

- Select designated hazardous waste collection areas onsite.
- Hazardous materials and wastes should be stored in covered containers and protected from vandalism.
- Place hazardous waste containers in secondary containment.
- Do not mix wastes, this can cause chemical reactions, making recycling impossible and complicating disposal.
- Recycle any useful materials such as used oil or water-based paint.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Arrange for regular waste collection before containers overflow.
- Make sure that hazardous waste (e.g., excess oil-based paint and sludge) is collected, removed, and disposed of only at authorized disposal areas.

### Disposal Procedures

- Waste should be disposed of by a licensed hazardous waste transporter at an authorized and licensed disposal facility or recycling facility utilizing properly completed Uniform Hazardous Waste Manifest forms.
- A Department of Health Services certified laboratory should sample waste to determine the appropriate disposal facility.
- Properly dispose of rainwater in secondary containment that may have mixed with hazardous waste.
- Attention is directed to "Hazardous Material", "Contaminated Material", and "Aerially Deposited Lead" of the contract documents regarding the handling and disposal of hazardous materials.

## Hazardous Waste Management WM-6

### Education

- Educate employees and subcontractors on hazardous waste storage and disposal procedures.
- Educate employees and subcontractors on potential dangers to humans and the environment from hazardous wastes.
- Instruct employees and subcontractors on safety procedures for common construction site hazardous wastes.
- Instruct employees and subcontractors in identification of hazardous and solid waste.
- Hold regular meetings to discuss and reinforce hazardous waste management procedures (incorporate into regular safety meetings).
- The contractor's superintendent or representative should oversee and enforce proper hazardous waste management procedures and practices.
- Make sure that hazardous waste is collected, removed, and disposed of only at authorized disposal areas.
- Warning signs should be placed in areas recently treated with chemicals.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- If a container does spill, clean up immediately.

### Costs

All of the above are low cost measures.

### Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Hazardous waste should be regularly collected.
- A foreman or construction supervisor should monitor onsite hazardous waste storage and disposal procedures.
- Waste storage areas should be kept clean, well organized, and equipped with ample cleanup supplies as appropriate for the materials being stored.
- Perimeter controls, containment structures, covers, and liners should be repaired or replaced as needed to maintain proper function.
- Hazardous spills should be cleaned up and reported in conformance with the applicable Material Safety Data Sheet (MSDS) and the instructions posted at the project site.

## Hazardous Waste Management WM-6

- The National Response Center, at (800) 424-8802, should be notified of spills of federal reportable quantities in conformance with the requirements in 40 CFR parts 110, 117, and 302. Also notify the Governors Office of Emergency Services Warning Center at (916) 845-8911.

- A copy of the hazardous waste manifests should be provided.

### References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

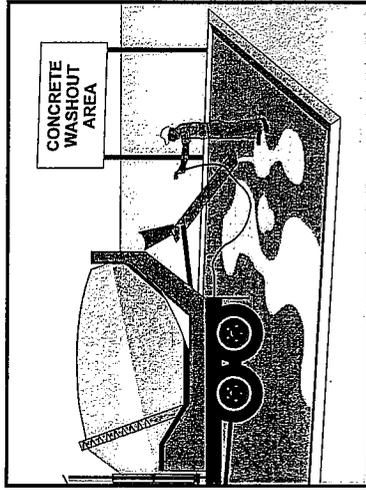
Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity, 430/9-73-007, USEPA, 1973.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

## Concrete Waste Management

### WM-8



#### Objectives

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	✓

#### Legend:

- ✓ Primary Objective
- ✓ Secondary Objective

#### Targeted Constituents

Sediment	✓
Nutrients	
Trash	
Metals	✓
Bacteria	
Oil and Grease	
Organics	

#### Potential Alternatives

None

#### Description and Purpose

Prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout onsite, performing onsite washout in a designated area, and training employee and subcontractors.

#### Suitable Applications

Concrete waste management procedures and practices are implemented on construction projects where:

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities
- Slurries containing portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition
- Concrete trucks and other concrete-coated equipment are washed onsite
- Mortar-mixing stations exist
- See also NS-8, Vehicle and Equipment Cleaning

#### Limitations

- Offsite washout of concrete wastes may not always be possible.



## WM-8 Concrete Waste Management

#### Implementation

The following steps will help reduce stormwater pollution from concrete wastes:

- Discuss the concrete management techniques described in this BMP (such as handling of concrete waste and washout) with the ready-mix concrete supplier before any deliveries are made.
  - Incorporate requirements for concrete waste management into material supplier and subcontractor agreements.
  - Store dry and wet materials under cover, away from drainage areas.
  - Avoid mixing excess amounts of fresh concrete.
  - Perform washout of concrete trucks offsite or in designated areas only.
  - Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
  - Do not allow excess concrete to be dumped onsite, except in designated areas.
  - For onsite washout:
    - Locate washout area at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
    - Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed properly.
  - Avoid creating runoff by draining water to a bermed or level area when washing concrete to remove fine particles and expose the aggregate.
  - Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash.
- #### Education
- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.
  - Arrange for contractor's superintendent or representative to oversee and enforce concrete waste management procedures.
- #### Concrete Slurry Wastes
- PCC and AC waste should not be allowed to enter storm drains or watercourses.
  - PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility.
  - A sign should be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators to utilize the proper facilities.

## Concrete Waste Management WM-8

- Below grade concrete washout facilities are typical. Above grade facilities are used if excavation is not practical.
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut PCC slurry should not be allowed to enter storm drains or watercourses. Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine. Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement. See also NS-3, Paving and Grinding Operations; and WM-10, Liquid Waste Management.
- Slurry residue should be vacuumed and disposed in a temporary pit (as described in OnSite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below) and allowed to dry. Dispose of dry slurry residue in accordance with WM-5, Solid Waste Management.

### Onsite Temporary Concrete Washout Facility, Transit Truck Washout Procedures

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
  - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and

## WM-8 Concrete Waste Management

minimum width of 10 ft, but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.

- Straw bales, wood stakes, and sandbag materials should conform to the provisions in SP-9, Straw Bale Barrier.
- Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
- Temporary Concrete Washout Facility (Type Below Grade)
  - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
  - Lath and flagging should be commercial type.
  - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

### Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and disposed of.
- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

### Costs

All of the above are low cost measures.

### Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities. Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials should be removed and disposed of.
- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

## Concrete Waste Management

### WM-8

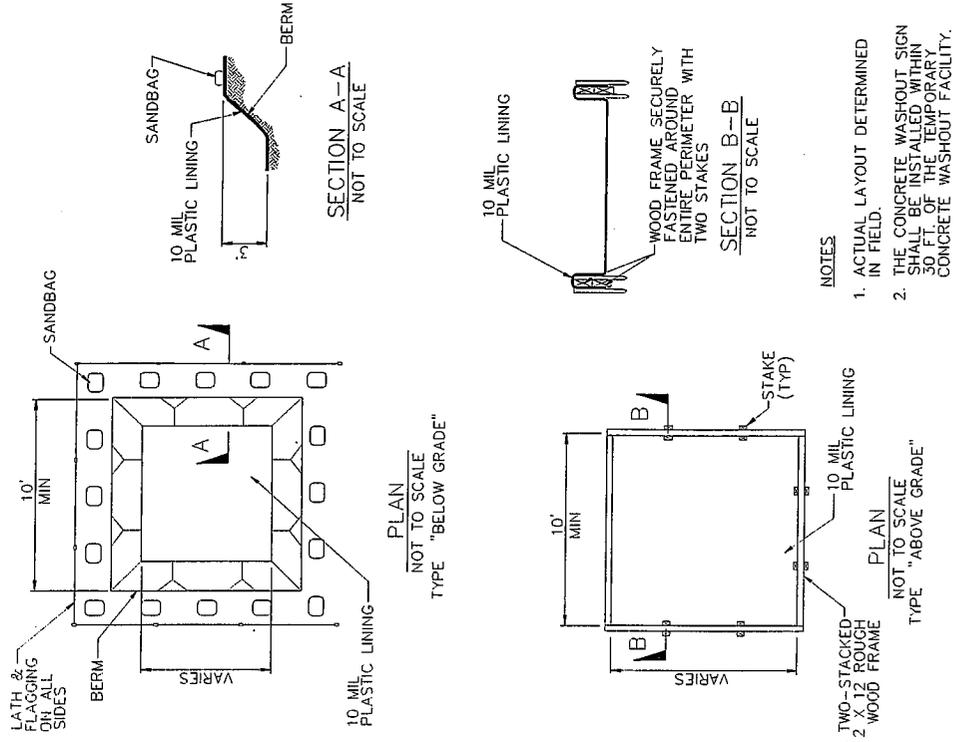
#### References

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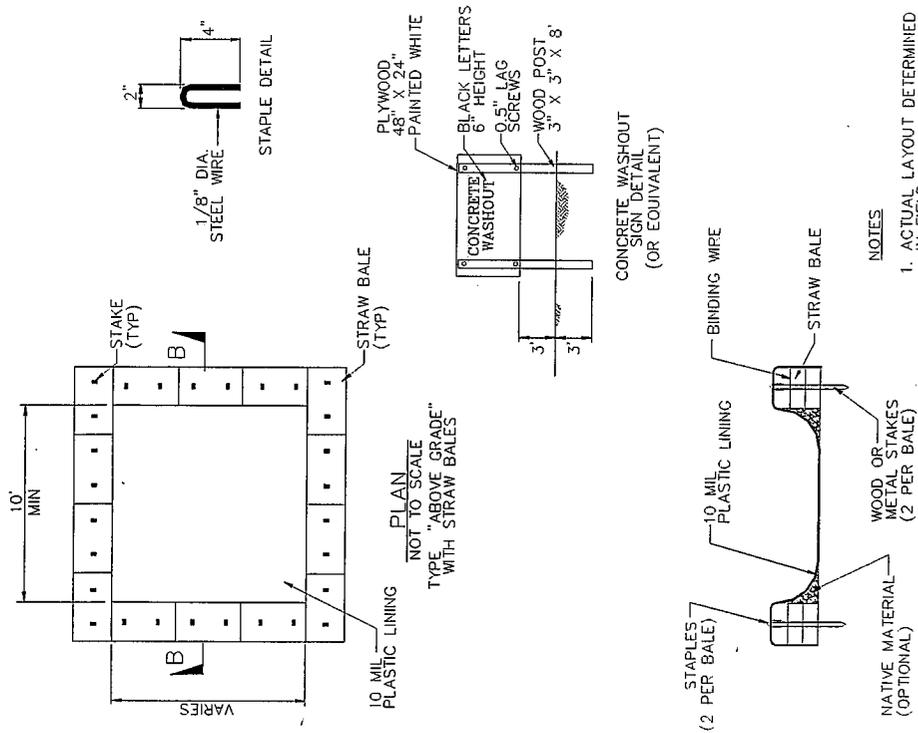
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## WM-8 Concrete Waste Management



# Concrete Waste Management WM-8

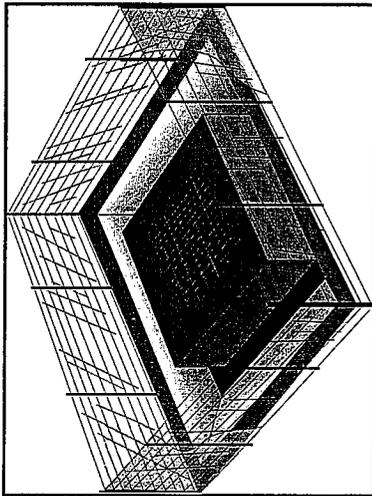


**NOTES**

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

**SECTION B-B**  
NOT TO SCALE

## Storm Drain Inlet Protection



## SE-10

Objectives	
EC	Erosion Control
SE	Sediment Control
TC	Tracking Control
WE	Wind Erosion Control
NS	Non-Stormwater Management Control
WM	Waste Management and Materials Pollution Control
Legend:	
✓	Primary Objective
✓	Secondary Objective

Targeted Constituents	
Sediment	✓
Nutrients	✓
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives	
SE-1	Silt Fence
SE-5	Fiber Rolls
SE-6	Gravel Bag Berm
SE-8	Sandbag Barrier
SE-9	Straw Bale Barrier



## SE-10 Storm Drain Inlet Protection

expected, use other onsite sediment trapping techniques in conjunction with inlet protection.

- Frequent maintenance is required.
- For drainage areas larger than 1 acre, runoff should be routed to a sediment-trapping device designed for larger flows. See BMPs SE-2, Sediment Basin, and SE-3, Sediment Traps.
- Excavated drop inlet sediment traps are appropriate where relatively heavy flows are expected, and overflow capability is needed.

### Implementation

#### General

Large amounts of sediment may enter the storm drain system when storm drains are installed before the upslope drainage area is stabilized, or where construction is adjacent to an existing storm drain. In cases of extreme sediment loading, the storm drain itself may clog and lose a major portion of its capacity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets.

Inlet control measures presented in this handbook should not be used for inlets draining more than one acre. Runoff from larger disturbed areas should be first routed through SE-2, Sediment Basin or SE-3, Sediment Trap. Different types of inlet protection are appropriate for different applications depending on site conditions and the type of inlet. Inlet protection methods not presented in this handbook should be approved by the local stormwater management agency.

#### Design and Layout

Identify existing and planned storm drain inlets that have the potential to receive sediment-laden surface runoff. Determine if storm drain inlet protection is needed and which method to use.

- Limit upstream drainage area to 1 acre maximum. For larger drainage areas, use SE-2, Sediment Basin, or SE-3, Sediment Trap, upstream of the inlet protection device.
- The key to successful and safe use of storm drain inlet protection devices is to know where runoff will pond or be diverted.
  - Determine the acceptable location and extent of ponding in the vicinity of the drain inlet.
  - The acceptable location and extent of ponding will influence the type and design of the storm drain inlet protection device.
  - Determine the extent of potential runoff diversion caused by the storm drain inlet protection device. Runoff ponded by inlet protection devices may flow around the device and towards the next downstream inlet. In some cases, this is acceptable; in other cases, serious erosion or downstream property damage can be caused by these diversions. The possibility of runoff diversions will influence whether or not storm drain inlet protection is suitable; and, if suitable, the type and design of the device.
- The location and extent of ponding, and the extent of diversion, can usually be controlled through appropriate placement of the inlet protection device. In some cases, moving the

## Storm Drain Inlet Protection

### SE-10

inlet protection device a short distance upstream of the actual inlet can provide more efficient sediment control, limit ponding to desired areas, and prevent or control diversions.

- Four types of inlet protection are presented below. However, it is recognized that other effective methods and proprietary devices exist and may be selected.
  - Filter Fabric Fence: Appropriate for drainage basins with less than a 5% slope, sheet flows, and flows under 0.5 cfs.
  - Excavated Drop Inlet Sediment Trap: An excavated area around the inlet to trap sediment (SE-3).
  - Gravel bag barrier: Used to create a small sediment trap upstream of inlets on sloped, paved streets. Appropriate for sheet flow or when concentrated flow may exceed 0.5 cfs, and where overtopping is required to prevent flooding.
  - Block and Gravel Filter: Appropriate for flows greater than 0.5 cfs.
- Select the appropriate type of inlet protection and design as referred to or as described in this fact sheet.
- Provide area around the inlet for water to pond without flooding structures and property.
- Grates and spaces around all inlets should be sealed to prevent seepage of sediment-laden water.
- Excavate sediment sumps (where needed) 1 to 2 ft with 2:1 side slopes around the inlet.

#### Installation

- **DI Protection Type 1 - Filter Fabric Fence** - The filter fabric fence (Type 1) protection is shown in the attached figure. Similar to constructing a silt fence, see BMP SE-1, Silt Fence. Do not place filter fabric underneath the inlet grate since the collected sediment may fall into the drain inlet when the fabric is removed or replaced.
  1. Excavate a trench approximately 6 in. wide and 6 in. deep along the line of the silt fence inlet protection device.
  2. Place 2 in. by 2 in. wooden stakes around the perimeter of the inlet a maximum of 3 ft apart and drive them at least 18 in. into the ground or 12 in. below the bottom of the trench. The stakes must be at least 48 in.
  3. Lay fabric along bottom of trench, up side of trench, and then up stakes. See SE-1, Silt Fence, for details. The maximum silt fence height around the inlet is 24 in.
  4. Staple the filter fabric (for materials and specifications, see SE-1, Silt Fence) to wooden stakes. Use heavy-duty wire staples at least 1 in. in length.
  5. Backfill the trench with gravel or compacted earth all the way around.
- **DI Protection Type 2 - Excavated Drop Inlet Sediment Trap** - The excavated drop inlet sediment trap (Type 2) is shown in the attached figures. Install filter fabric fence in

## SE-10 Storm Drain Inlet Protection

accordance with DI Protection Type 1. Size excavated trap to provide a minimum storage capacity calculated at the rate of 7 yds<sup>3</sup>/acre of drainage area.

- **DI Protection Type 3 - Gravel Bag** - The gravel bag barrier (Type 3) is shown in the figures. Flow from a severe storm should not overtop the curb. In areas of high clay and silts, use filter fabric and gravel as additional filter media. Construct gravel bags in accordance with SE-6, Gravel Bag Berm. Gravel bags should be used due to their high permeability.
  1. Use sand bag made of geotextile fabric (not burlap) and fill with 0.75 in. rock or 0.25 in. pea gravel.
  2. Construct on gently sloping street.
  3. Leave room upstream of barrier for water to pond and sediment to settle.
  4. Place several layers of sand bags - overlapping the bags and packing them tightly together.
  5. Leave gap of one bag on the top row to serve as a spillway. Flow from a severe storm (e.g., 10 year storm) should not overtop the curb.
- **DI Protection Type 4 - Block and Gravel Filter** - The block and gravel filter (Type 4) is shown in the figures. Block and gravel filters are suitable for curb inlets commonly used in residential, commercial, and industrial construction.
  1. Place hardware cloth or comparable wire mesh with 0.5 in. openings over the drop inlet so that the wire extends a minimum of 1 ft beyond each side of the inlet structure. If more than one strip is necessary, overlap the strips. Place filter fabric over the wire mesh.
  2. Place concrete blocks lengthwise on their sides in a single row around the perimeter of the inlet, so that the open ends face outward, not upward. The ends of adjacent blocks should abut. The height of the barrier can be varied, depending on design needs, by stacking combinations of blocks that are 4 in., 8 in., and 12 in. wide. The row of blocks should be at least 12 in. but no greater than 24 in. high.
  3. Place wire mesh over the outside vertical face (open end) of the concrete blocks to prevent stone from being washed through the blocks. Use hardware cloth or comparable wire mesh with 0.5 in. opening.
  4. File washed stone against the wire mesh to the top of the blocks. Use 0.75 to 3 in.

#### Costs

- Average annual cost for installation and maintenance (one year useful life) is \$200 per inlet.

#### Inspection and Maintenance

- Inspect BMPs prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season.

## Storm Drain Inlet Protection SE-10

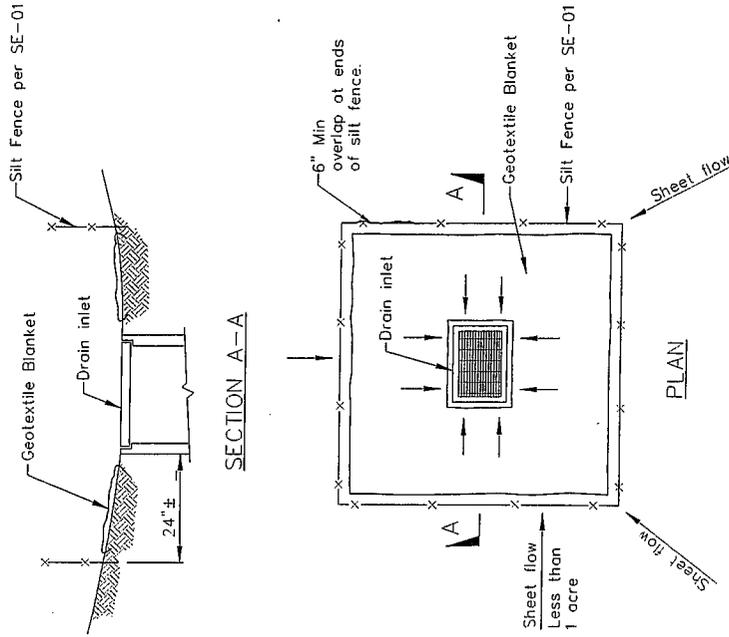
- Filter Fabric Fences. If the fabric becomes clogged, torn, or degraded, it should be replaced. Make sure the stakes are securely driven in the ground and are in good shape (i.e., not bent, cracked, or splintered, and are reasonably perpendicular to the ground). Replace damaged stakes.
- Gravel Filters. If the gravel becomes clogged with sediment, it must be carefully removed from the inlet and either cleaned or replaced. Since cleaning gravel at a construction site may be difficult, consider using the sediment-laden stone as fill material and put fresh stone around the inlet. Inspect bags for holes, gashes, and snags, and replace bags as needed. Check gravel bags for proper arrangement and displacement.
- Sediment that accumulates in the BMP must be periodically removed in order to maintain BMP effectiveness. Sediment should be removed when the sediment accumulation reaches one-third of the barrier height. Sediment removed during maintenance may be incorporated into earthwork on the site or disposed at an appropriate location.
- Remove storm drain inlet protection once the drainage area is stabilized.
  - Clean and regrade area around the inlet and clean the inside of the storm drain inlet as it must be free of sediment and debris at the time of final inspection.

### References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management Manual for The Puget Sound Basin, Washington State Department of Ecology, Public Review Draft, 1991.

## SE-10 Storm Drain Inlet Protection



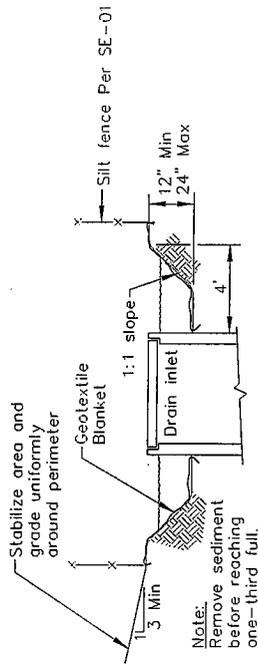
DI PROTECTION TYPE 1  
NOT TO SCALE

### NOTES:

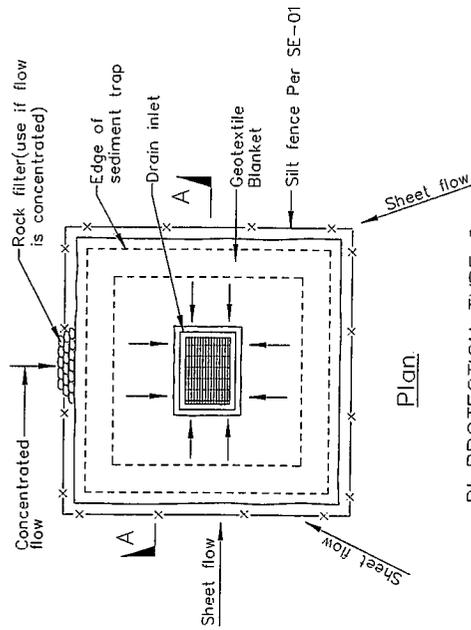
- For use in areas where grading has been completed and final soil stabilization and seeding are pending.
- Not applicable in paved areas.
- Not applicable with concentrated flows.

## Storm Drain Inlet Protection

SE-10



Section A--A



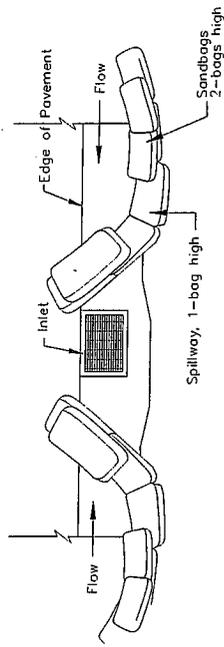
DI PROTECTION TYPE 2  
NOT TO SCALE

### Notes

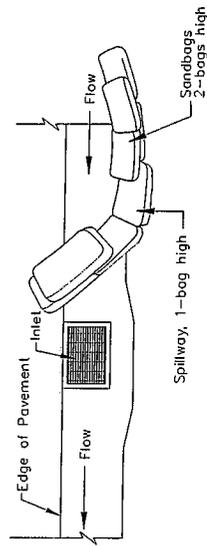
1. For use in cleared and grubbed and in graded areas.
2. Shape basin so that longest inflow area faces longest length of trap.
3. For concentrated flows, shape basin in 2:1 ratio with length oriented towards direction of flow.

## Storm Drain Inlet Protection

SE-10



TYPICAL PROTECTION FOR INLET ON SUMP



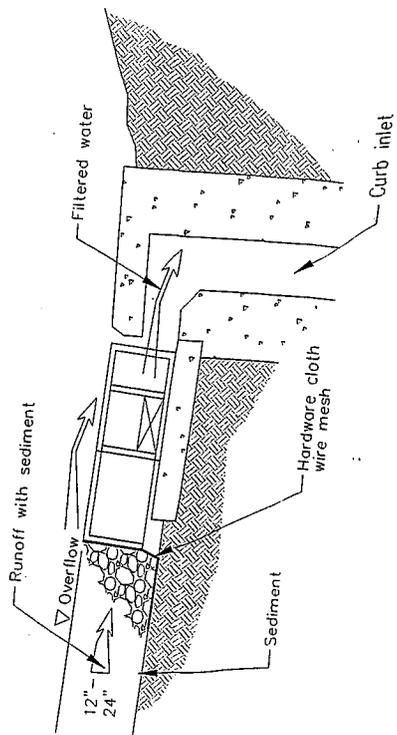
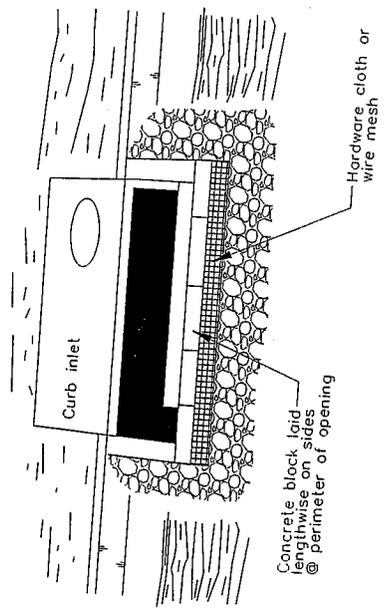
TYPICAL PROTECTION FOR INLET ON GRADE

### NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable in areas with high silts and clays without filter fabric.

DI PROTECTION TYPE 3  
NOT TO SCALE

**Storm Drain Inlet Protection SE-10**



**DI PROTECTION - TYPE 4**  
NOT TO SCALE

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**INSURANCE – CITY OF LONG BEACH CERTIFICATE OF INSURANCE AND  
ENDORSEMENTS**



# CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

## ADDITIONAL INSURED ENDORSEMENT - CONTRACTS/POs Department: Public Works/Engineering

Office: (562) 570-6714  
Fax: (562) 570-5375

### A. CITY CONTRACT, PURCHASE ORDER OR OTHER ID INFORMATION

Contract No./Descr. or PO #/Other: \_\_\_\_\_ Effective Date or N/A: \_\_\_\_\_ Expiration Date or N/A: \_\_\_\_\_

### B. GENERAL OR OTHER LIABILITY POLICY INFORMATION

1. Insurance Company: \_\_\_\_\_

2. Policy No.: \_\_\_\_\_

3. Policy term/endorsement effective date: \_\_\_\_\_ Policy term/endorsement expiration date: \_\_\_\_\_

4. Named Insured: \_\_\_\_\_

5. Address of Named Insured: \_\_\_\_\_

6. Policy Limits (\$1 million/\$2 million, unless otherwise specified) Occurrence: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

7. Deductible or Self-Insured Retention (nil, unless otherwise specified) \_\_\_\_\_ \$ \_\_\_\_\_

8. Policy Form equivalent to CG 00 01: 11 85 10 93 Other than CG 00 01 (specify) \_\_\_\_\_

#### 9. The following coverages are provided:

Contractual liability	<input checked="" type="checkbox"/>	Liquor liability	<input type="checkbox"/>	Watercraft liability	<input type="checkbox"/>	Non-owned auto	<input type="checkbox"/>
Personal injury liab.	<input checked="" type="checkbox"/>	Hangarkeepers	<input type="checkbox"/>	Aircraft liability	<input type="checkbox"/>	Gradual pollution	<input type="checkbox"/>
Products and completed ops liability	<input checked="" type="checkbox"/>	Garagekeepers	<input type="checkbox"/>	Abuse & molest	<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>
Fire legal liability	<input checked="" type="checkbox"/>	XCU, required for construction	<input type="checkbox"/>	S&A* pollution	<input checked="" type="checkbox"/>		
				*sudden & accidental			

### C. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any other endorsement thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers are included as additional insureds with respect to all claims, demands, causes of action, damages, settlement, expenses and costs (including but not limited to attorney's fees and defense and investigation expenses) or loss or liability of any kind or nature whatsoever arising out of, or in any manner incident to, the operations, activities or undertakings of the Named Insured or any of the Named Insured's employees, agents or other persons permitted by the Named Insured to be on City premises in connection with the City contract/purchase order listed above in Item A.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its departments, boards, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, and its boards, departments, officials, employees, agents, commissions and volunteers.
- CANCELLATION NOTICE.** The insurance afforded by this policy shall not be reduced in coverage or limits (other than by payment of claims), cancelled, or otherwise terminated during the effective period of this endorsement except after thirty (30) days' prior written notice has been given to the City (ten (10) days' written notice for cancellation due to nonpayment of premium). Notice shall be sent by certified mail to the address shown above, Attention: Risk Manager.

### D. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Company)

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_

### E. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

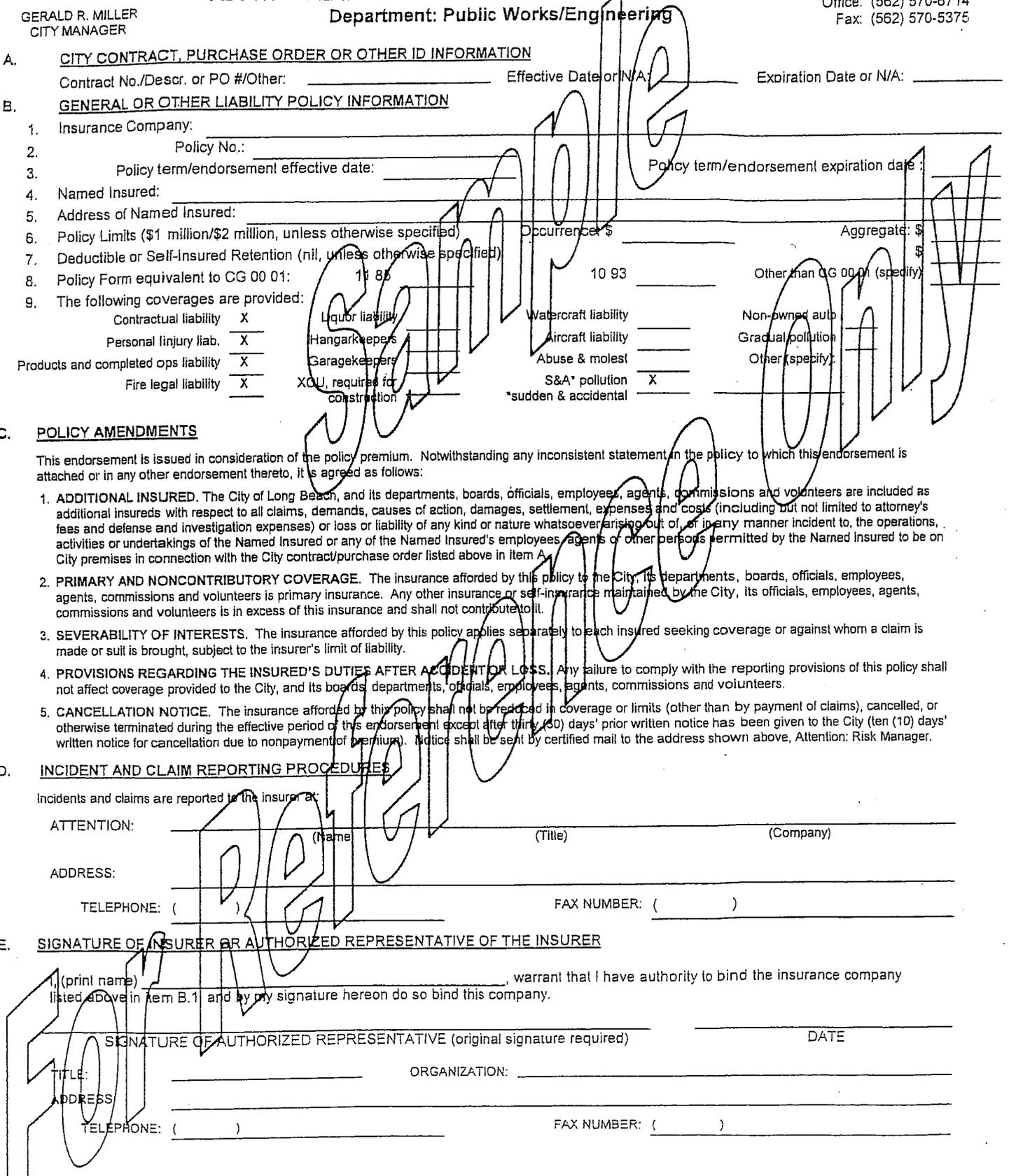
I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in Item B.1 and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_





# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### ADDITIONAL INSURED ENDORSEMENT - AUTO LIABILITY

Office: (562) 570-6714  
Fax: (562) 570-5375

#### A. AUTO LIABILITY POLICY INFORMATION

- Insurance Company \_\_\_\_\_
- Policy No. \_\_\_\_\_ Policy term (from) \_\_\_\_\_ (to) \_\_\_\_\_
- Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
- Named Insured \_\_\_\_\_
- Address of Named Insured \_\_\_\_\_
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
- Policy Limits: CSL per accident \$ \_\_\_\_\_ BI per person/BI per accident/VPD: \$ \_\_\_\_\_
- Coverage: Any auto \_\_\_\_\_ All owned autos \_\_\_\_\_ Scheduled autos \_\_\_\_\_ Hired autos \_\_\_\_\_ Non-owned autos \_\_\_\_\_
- Coverage form: CA 00 01 06 92 and endorsement CA 00 25 \_\_\_\_\_ Other \_\_\_\_\_  
If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, departments, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, departments, boards, commissions, employees and agents.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its boards, departments, commissions, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its boards, departments, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

#### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_  
(Name) \_\_\_\_\_ Title \_\_\_\_\_ (Company) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

#### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_



# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ENDORSEMENT

Office: (562) 570-6714  
Fax: (562) 570-5375

#### A. POLICY INFORMATION

1. Insurance Company \_\_\_\_\_
2. Policy No. \_\_\_\_\_ Policy term (from) \_\_\_\_\_ (to) \_\_\_\_\_
3. Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
4. Named Insured \_\_\_\_\_
5. Address of Named Insured \_\_\_\_\_
6. Employer's Liability limit: \$ \_\_\_\_\_

Sample Only

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City of Long Beach at the above address, attention: Risk Manager.
2. WAIVER OF SUBROGATION. The Insurance Company in item A.1 above hereby agrees to waive all rights of subrogation against the City, its officials, employees and agents for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

#### C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE  
(Original signature required on endorsement furnished to the City)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ORGANIZATION:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
TELEPHONE:

\_\_\_\_\_  
FAX:

FOR REFERENCE ONLY



# CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

## ADDITIONAL INSURED ENDORSEMENT - UMBRELLA/EXCESS LIABILITY

Office: (562) 570-6714  
Fax: (562) 570-5375

### A. EXCESS/UMBRELLA LIABILITY POLICY INFORMATION

- Insurance Company \_\_\_\_\_
- Policy No. \_\_\_\_\_ Policy term (from) \_\_\_\_\_ (to) \_\_\_\_\_
- Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
- Named Insured \_\_\_\_\_
- Address of Named Insured \_\_\_\_\_
- Deductible or Self-Insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
- Policy Limits: Occurrence\* \$ \_\_\_\_\_ General Aggregate: \$ \_\_\_\_\_  
\* The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.
- Primary/underlying general liability policy number(s) \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach and its department, boards, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlements, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The additional insured coverage afforded by this policy to the City, its departments, boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its departments, boards, commissions, officials, employees and agents shall be in excess of this insurance and not contribute to it.
- SCOPE OF COVERAGE.** This insurance afforded by this policy is at least as broad as the underlying general liability policy.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, subject to the insurer's limit of liability. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the Insurer's limit of liability.
- WAIVER OF RIGHTS OF SUBROGATION.** In the event of any payment under this policy the insurance company agrees to waive its rights to subrogate against the City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, its departments, boards, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Company)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**LABOR AND MATERIAL BOND FORM**

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, located at \_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_ admitted as a surety in the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the \_\_\_\_\_ and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work or labor required to be done thereunder, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY, admitted in California  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_ Deputy

By: \_\_\_\_\_ City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgement must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**FAITHFUL PERFORMANCE BOND FORM**

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, located at \_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the \_\_\_\_\_ and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**BID PROTEST PROCEDURES**

## Protest Procedures

### Section 1. Who May Protest

Only a bidder may protest. The City will not accept protests from manufacturers, vendors, suppliers, subcontractors or the like.

### Section 2. Time for Protest

A bidder shall submit a protest within five (5) business days following the date on which bids were opened. The Director of Public Works must receive the protest by the close of business on the fifth business day.

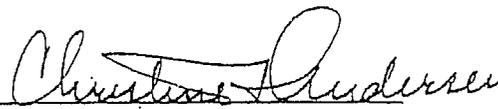
### Section 3. Form of Protest

A protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation. A protest shall not be made by email or fax and the City will not accept either an email or a faxed protest. A protest must state the grounds for the protest and include all relevant information to support the grounds stated. Once the protest is made, the City will not accept additional information on the protest unless the City itself requested it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Director of Public Works on the close of business on the third business day.

### Section 4. City Response to Protest

The Director of Public Works or his/her designee will fax and mail a decision regarding the protest within ten (10) business days following receipt of the protest. This decision shall be final.

Issued: \_\_\_\_\_

  
Director, Public Works

Date: \_\_\_\_\_

4/13/05

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**CONTRACT DOCUMENT**



1 B. Contractor shall submit requests for progress payments and  
2 City will make payments in due course of payments in accordance with Section 9  
3 of the Standard Specifications for Public Works Construction (latest edition).

4 3. CONTRACT DOCUMENTS.

5 A. The Contract Documents include: The Notice Inviting Bids,  
6 Plans & Specifications No. R-\_\_\_\_ (which may include by reference the Standard  
7 Specifications for Public Works Construction, latest edition, and any supplements  
8 thereto, collectively the "Standard Specifications"); the City of Long Beach  
9 Standard Plans; Plans and Drawings No. \_\_\_\_\_ for the work; the California Code  
10 of Regulations; the various Uniform Codes applicable to trade; the prevailing  
11 wage rates; Instructions to Bidders; the Bid; the Instructions; the City of Long  
12 Beach Disadvantaged Minority and Women-Business Enterprise Program;  
13 this Contract and all documents attached hereto or referenced herein including but  
14 not limited to insurance bonds of Faithful Performance; Payment Bond; Notice to  
15 Proceed; Notice of Completion; any addenda or change orders issued in  
16 accordance with the Standard Specifications; any permits required and issued for  
17 the work; approved final design drawings and documents; and the Information  
18 Sheet. These Contract Documents are incorporated herein by the above  
19 reference and form a part of this Contract.

20 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
21 if any conflict or inconsistency exists or develops among or between Contract  
22 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
23 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-\_\_\_\_; 5)  
24 Addenda; 6) Plans and Drawings No. \_\_\_\_\_; 7) the City of Long Beach Standard  
25 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
26 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

27 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
28 to be specified in a written "Notice to Proceed" from City and shall complete all work

1 within \_\_\_\_\_ (\_\_\_) working/calendar days thereafter, subject to strikes, lockouts  
2 and events beyond the control of Contractor. Time is of the essence hereunder. City will  
3 suffer damage if the work is not completed within the time stated, but those damages  
4 would be difficult or impractical to determine. So, Contractor shall pay to City, as  
5 liquidated damages, the amount stated in the Contract Documents.

6 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
7 acceptance of any work or the payment of any money by City shall not operate as a  
8 waiver of any provision of any Contract Document, of any power reserved to City, or of  
9 any right to damages or indemnity hereunder. The waiver of any breach or any default  
10 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

11 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently  
12 herewith, Contractor shall obtain a certificate of Workers' Compensation coverage in  
13 accordance with California Labor Code Sections 3700 and 3700, a copy of which is  
14 attached hereto as Exhibit "B".

15 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
16 upon City by Contractor for and on account of any extra or additional work performed or  
17 materials furnished, unless such extra or additional work or materials shall have been  
18 expressly required by the City Manager and the quantities and price thereof shall have  
19 been first agreed upon, in writing, by the parties hereto.

20 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
21 possession thereof to City ready for use and free and discharged from all claims for labor  
22 and materials in doing the work and shall assume and be responsible for, and shall  
23 protect, defend, indemnify and hold harmless City from and against any and all claims,  
24 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
25 persons, or damages to property, including property of City, which arises from or is  
26 connected with the performance of the work.

27 9. INSURANCE. Prior to commencement of work, and as a condition  
28 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence

1 of all insurance required in the Contract Documents.

2 In addition, Contractor shall complete and deliver to City the form  
3 (“Information Sheet”) attached as Exhibit “C” and incorporated by reference, to comply  
4 with Labor Code Section 2810.

5 10. WORK DAY. Contractor shall comply with Sections 1810 through  
6 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
7 penalty to City, the sum of Twenty-five Dollars (\$25) for each worker employed by  
8 Contractor or any subcontractor for each calendar day such worker is required or  
9 permitted to work more than eight (8) hours unless that worker receives compensation in  
10 accordance with Section 1815.

11 11. PREVAILING WAGE RATES. Contractor is directed to the  
12 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)  
13 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
14 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
15 work done by Contractor, or any subcontractor, under this Contract.

16 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

17 A. If the work is terminated pursuant to an order of any Federal  
18 or State authority, Contractor shall accept as full and complete compensation  
19 under this Contract such amount of money as will equal the product of multiplying  
20 the Contract price stated herein by the percentage of work completed by  
21 Contractor as of the date of such termination, and for which Contractor has not  
22 been paid. If the work is so terminated, the City Engineer, after consultation with  
23 Contractor, shall determine the percentage of work completed and the  
24 determination of the City Engineer shall be final.

25 B. If Contractor is prevented, in any manner, from strict  
26 compliance with the Plans and Specifications due to any Federal or State law, rule  
27 or regulation, in addition to all other rights and remedies reserved to the parties  
28 City may by resolution of the City Council suspend performance hereunder until

1 the cause of disability is removed, extend the time for performance, make changes  
2 in the character of the work or materials, or terminate this Contract without liability  
3 to either party.

4 13. NOTICES.

5 A. Any notice required hereunder shall be in writing and  
6 personally delivered or deposited in the U.S. Postal Service, first class, postage  
7 prepaid, to Contractor at the address first stated herein, and to the City at 333  
8 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice  
9 of change of address shall be given in the same manner as stated herein for other  
10 notices. Notice shall be deemed given on the date deposited in the mail or on the  
11 date personal delivery is made, whichever first occurs.

12 B. Except for stop notices and claims made under the Labor  
13 Code, City will notify Contractor when City receives any third party claims relating  
14 to this Contract in accordance with Section 9201 of the Public Contract Code.

15 14. BONDS. Contractor shall, simultaneously with the execution of this  
16 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
17 form attached hereto and in the amount specified therein, conditioned upon the faithful  
18 performance of this Contract by Contractor, and a good and sufficient corporate surety  
19 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
20 the payment of all labor and material claims incurred in connection with this Contract.

21 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
22 any of the moneys that may become due Contractor hereunder may be assigned by  
23 Contractor without the written consent of City first had and obtained, nor will City  
24 recognize any subcontractor as such, and all persons engaged in the work of  
25 construction will be considered as independent contractors or agents of Contractor and  
26 will be held directly responsible to Contractor.

27 16. CERTIFIED PAYROLL RECORDS.

28 A. Contractor shall keep and shall cause each subcontractor

1 performing any portion of the work under this Contract to keep an accurate payroll  
2 record, showing the name, address, social security number, work classification,  
3 straight time and overtime hours worked each day and week, and the actual per  
4 diem wages paid to each journeyman, apprentice, worker, or other employee  
5 employed by Contractor or subcontractor in connection with the work, all in  
6 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
7 payroll records for Contractor and all subcontractors shall be certified and shall be  
8 available for inspection at all reasonable hours at the principal office of Contractor  
9 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
10 to furnish such records to City in the manner provided herein for notices shall  
11 entitle City to withhold the penalty prescribed by law from progress payments due  
12 to Contractor.

13 B. Upon completion of the work, Contractor shall submit to the  
14 City certified payroll records for Contractor and all subcontractors performing any  
15 portion of the work under this Contract. Certified payroll records for Contractor  
16 and all subcontractors shall be maintained during the course of the work and shall  
17 be kept by Contractor for up to three (3) years after completion of the work.

18 C. The foregoing is in addition to, and not in lieu of, any other  
19 requirements or obligations established and imposed by any department of the  
20 City with regard to submission and retention of certified payroll records for  
21 Contractor and subcontractors.

22 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
23 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
24 and custody of the work. If any loss or damage occurs to the work that is not covered by  
25 collectible commercial insurance, excluding loss or damage caused by earthquake or  
26 flood or the negligence or willful misconduct of City, then Contractor shall immediately  
27 make the City whole for any such loss or pay for any damage. If Contractor fails or  
28 refuses to make the City whole or pay, then City may do so and the cost and expense of

1 doing so shall be deducted from the amount due Contractor from City hereunder.

2 18. CONTINUATION. Termination or expiration of this Contract shall not  
3 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
4 prior to termination or expiration of this Contract.

5 19. TAXES AND TAX REPORTING.

6 A. As required by federal and state law, City is obligated to report  
7 the payment of compensation to Contractor on Form 1099-Misc. and Contractor  
8 acknowledges that Contractor is not entitled to payment under this Contract until it  
9 has provided its Employer Identification Number to City. Contractor shall be solely  
10 responsible for payment of all federal and state taxes resulting from payments  
11 under this Contract.

12 B. Contractor shall cooperate with City in all matters relating to  
13 taxation and the collection of taxes, particularly with respect to the self-accrual of  
14 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
15 materials, equipment, supplies, or other tangible personal property totaling over  
16 \$100,000 shipped from outside California, a qualified Contractor shall complete  
17 and submit to the appropriate governmental entity the form in Appendix "A"  
18 attached hereto, and (ii) for construction contracts and subcontracts totaling  
19 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
20 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
21 at least \$500,000 in tangible personal property that was subject to sales or use tax  
22 in the previous calendar year.

23 C. In completing the form and obtaining the permit(s), Contractor  
24 shall use the address of the Work site as its business address and may use any  
25 address for its mailing address. Copies of the form and permit(s) shall also be  
26 delivered to the City Engineer. The form must be submitted and the permit(s)  
27 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
28 order any materials or equipment over \$100,000 from vendors outside California

1 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
2 shall be a material breach of this Contract. In addition, Contractor shall make all  
3 purchases from the Long Beach sales office of its vendors if those vendors have a  
4 Long Beach office and all purchases made by Contractor under this Contract  
5 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
6 Long Beach. Contractor shall require the same form and permit(s) from its  
7 subcontractors.

8 D. Contractor shall not be entitled to and by signing this Contract  
9 waives any claim or damages for delay against City if Contractor does not timely  
10 submit these forms to the appropriate governmental entity. Contractor may  
11 contact the City Controller at (562) 570-6450 for assistance with the form.

12 20. ADVERTISING. Contractor shall not use the name of City, its  
13 officials or employees in any advertising or solicitation for business, nor as a reference,  
14 without the prior approval of the City Manager, City Engineer or designee.

15 21. AUDIT. If payment of any part of the consideration for this Contract  
16 is made with federal, state or county funds and a condition to the use of those funds by  
17 City is a requirement that City render an accounting or otherwise account for said funds,  
18 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
19 extract information from, and copy all books, records, accounts and other information  
20 relating to this Contract.

21 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the  
22 work to be performed hereunder does not constitute a peculiar risk of bodily harm and  
23 that no special precautions are required to perform said work.

24 23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
25 parties to benefit themselves only and is not in any way intended or designed to or  
26 entered for the purpose of creating any benefit or right of any kind for any person or entity  
27 that is not a party to this Contract.

28 24. SUBCONTRACTORS. Contractor agrees to and shall bind every

1 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
2 create any obligation on the part of City to pay any subcontractor except in accordance  
3 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
4 with this Section shall be deemed a material breach of this Contract. A list of  
5 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
6 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
7 reference.

8 25. NO DUTY TO INSPECT. No language in this Contract shall create  
9 and City shall not have any duty to inspect, test, warn of or investigate any condition  
10 arising from Contractor's work hereunder, or to insure or comply with laws, rules or  
11 regulations relating to said work. If City does inspect or investigate, the results thereof  
12 shall not be deemed compliance with or a waiver of any requirements of the Contract  
13 Documents.

14 26. GOVERNING LAW. This Contract shall be governed by and  
15 construed pursuant to the laws of the State of California (except those provisions of  
16 California law pertaining to conflicts of laws).

17 27. INTEGRATION. This Contract, including the Contract Documents  
18 identified in Section 3 hereof, constitutes the entire understanding between the parties  
19 and supersedes all other agreements, oral or written, with respect to the subject matter  
20 herein.

21 28. COSTS. If there is any legal proceeding between the parties to  
22 enforce or interpret this Contract or to protect or establish any rights or remedies  
23 hereunder, the prevailing party shall be entitled to its costs, including reasonable  
24 attorney's fees.

25 29. NONDISCRIMINATION. In connection with performance of this  
26 Contract and subject to federal laws, rules and regulations, Contractor shall not  
27 discriminate in employment or in the performance of this Contract on the basis of race,  
28 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV

1 status, handicap or disability. It is the policy of the City to encourage the participation of  
2 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
3 encourages Contractor to use its best efforts to carry out this policy in the award of all  
4 subcontracts.

5 30. DEFAULT. Default shall include but not be limited to Contractor's  
6 failure to perform in accordance with the Plans and Specifications, failure to comply with  
7 any Contract Document, failure to pay any penalties, fines or charges assessed against  
8 Contractor by any public agency, failure to pay any charges or fees for services  
9 performed by the City, and if Contractor has substituted any security in lieu of retention,  
10 then default shall also include City's receipt of a stop notice. If default occurs and  
11 Contractor has substituted any security in lieu of retention, then in addition to City's other  
12 legal remedies, City shall have the right to draw on the security in accordance with Public  
13 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
14 and Contractor has not substituted any security in lieu of retention, then City shall have  
15 all legal remedies available to it.

16 IN WITNESS WHEREOF, the parties have caused this document to be duly  
17 executed with all formalities required by law as of the date first stated above.

18 (company), a corporation  
19 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_

20 \_\_\_\_\_  
21 Type or Print Name

22 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_

23 \_\_\_\_\_  
24 Type or Print Name

25 "Contractor"

26 CITY OF LONG BEACH, a municipal  
27 corporation

28 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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City Manager

"City"

This Contract is approved as to form on \_\_\_\_\_,

20\_\_.

*Sample: For Reference Only*

ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_

Deputy

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**NPDES 99-060 PERMIT**

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

LOS ANGELES REGION

ORDER NO. 99-060  
NPDES NO. CAS004003 (CI 8052)

WASTE DISCHARGE REQUIREMENTS  
FOR  
MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES  
WITHIN CITY OF LONG BEACH

FINDINGS

The California Regional Water Quality Control Board, Los Angeles Region (hereinafter referred to as the Regional Board), finds:

Permit Background

1. The City of Long Beach, hereinafter referred to as the Permittee, discharges or contributes to discharges of storm water and urban runoff from municipal separate storm sewer systems (MS4s), also called storm drain systems, into receiving waters of the Los Angeles Basin.
2. On March 22, 1999, the Permittee submitted a Report of Waste Discharge (ROWD) as an application for issuance of waste discharge requirements and a National Pollutant Discharge Elimination System (NPDES) permit.
3. Municipal storm water discharges from the Permittee's storm drain systems were regulated under countywide waste discharge requirements contained in Order No. 90-079 and Order No. 96-054 adopted by this Regional Board on June 18, 1990, and July 15, 1996, respectively. These Orders serve as an NPDES permit (CA0061654) for the MS4 in Los Angeles County, which is hereby superseded for the City of Long Beach by Order No. CAS004003.
4. The Report of Waste Discharge (ROWD) submitted by the Permittee consists of:
  - a. Statement of Accomplishments and Future Goals;
  - b. Long Beach Storm Water Management Program; and
  - c. Long Beach Monitoring Program;

5. The Long Beach Storm Water Management Program (LBSWMP) submitted by the Permittee consists of several distinct elements:
  - a. Program Management
  - b. Geographic Characterization
  - c. Public Agency Activities Program
  - d. Development Planning/ Construction Program
  - e. Illicit Connection/ Illicit Discharges Elimination Program, and
  - f. Education / Public Information Program
  - g. Annual Reporting Program
  
6. The Long Beach Monitoring Program submitted by the Permittee consists of:
  - a. Mass emissions monitoring
  - b. Multi-species toxicity testing
  - c. Toxicity identification evaluations
  - d. Best management practices effectiveness evaluations
  - e. Co-operative monitoring - Los Angeles River
  - f. Co-operative monitoring - Los Cerritos Channel
  
7. The Regional Board has reviewed the ROWD and has determined it to be complete under the reapplication policy for MS4s issued by the USEPA on July 1996. The Regional Board finds that the Permittee's proposed Storm Water Management Program is acceptable at this time and when fully implemented, is expected to be consistent with the statutory standard of Maximum Extent Practicable (MEP).

Nature of Discharges and Sources of Pollutants

8. The discharges from the MS4 consist of surface runoff (non-storm water and storm water) from various land uses in the hydrologic drainage basins within the City. Approximately 44% of the Permittee land area discharges to the Los Angeles River, 7% to the San Gabriel River and the remaining 49% drains directly to Long Beach Harbor and San Pedro Bay. The quality and quantity of these discharges vary considerably and are affected by the hydrology, geology, and land use characteristics of the watersheds; seasonal weather patterns; and frequency and duration of storm events.
  
9. Municipal storm water monitoring data, not specific to the City of Long Beach, shows that storm water runoff from urban and industrial areas typically contains the same general types of pollutants that are found in industrial and municipal wastewater discharges. Pollutants commonly found in storm water runoff include pathogens, heavy metals, pesticides, herbicides, and synthetic organic compounds such as fuels, waste oils, solvents, lubricants, and grease.
  
10. In general, the substances that are found in urban storm water runoff can harm human health and aquatic ecosystems. In addition, the high volumes of storm water discharged from MS4s in areas of urbanization can significantly impact aquatic ecosystems due to physical modifications such as bank erosion and widening of channels

11. Water Quality Assessments conducted by the Regional Board identified impairment or threatened impairment of beneficial uses of water bodies in Long Beach including Alamitos Bay, Los Angeles Estuary, El Dorado Lake, Los Angeles River Reach 1, Los Angeles River Reach 2, San Gabriel River Estuary, San Gabriel River Reach 1, Colorado Lagoon, and Los Cerritos Channel. Coastal shorelines including Alamitos Bay Beaches, Belmont Shore Beach, Bluff Park Beach, and Long Beach Shore were not assessed. Within the City of Long Beach, Los Cerritos Estuary was found to be fully supporting beneficial uses.
12. In general, pollutants found in storm water causing impairment include: pH, heavy metals, pathogenic bacteria, enteric viruses, pesticides, nutrients, polycyclic aromatic hydrocarbons, polychlorinated biphenyls, organic solvents, sediments, trash, and debris. Elevated tissue levels and poor survival rates for bio-test species have also been observed during water quality assessments.

#### Coverage and Exemptions

13. The Permittee serves a population of about 426,000 people in an area of approximately 50 square miles. The requirements in this Order cover all areas within the boundaries of the City of Long Beach except for State and Federal properties. Such entities may operate storm drain facilities and/or discharge storm water to storm drains and watercourses covered by this Order. The Permittee may lack legal jurisdiction over these entities under state and federal constitutions. The Permittee generally will not be held responsible for such facilities and/or discharges. The Regional Board may consider issuing separate MS4 NPDES permits consistent with this Order.
14. Federal, state, regional or local entities within the Permittee's boundaries or in jurisdictions outside the City of Long Beach, may operate storm drain facilities and/or discharge storm water to storm drains and watercourses covered by this order. These entities include but are not limited to the (a) California Department of Transportation; (b) Los Angeles County Sanitation Districts; (c) Metropolitan Transportation Authority (c) United States Postal Service; (d) National Guard; (e) State Universities and Colleges; (f) the Long Beach Unified School District; and (g) Veteran Affairs Medical Center. The Permittee may lack jurisdiction over these state or federal entities under state and federal constitutions. Consequently, the Regional Board recognizes that the Permittee will not be held responsible for such facilities and or discharges.
15. For entities within the Permittee's boundaries, over which the Permittee has no jurisdiction, the Regional Board may consider designating them as a co-permittee or issuing separate NPDES permits consistent with this Order.
16. It is the objective of the Regional Board to ensure through reasonable efforts that storm water management programs for areas within the County of Los Angeles, which drain to the City of Long Beach, complement the requirements of this Order.

#### Federal Statutes and Regulations Statutes and Regulations

17. Section 402(p) of the federal Clean Water Act (CWA), as amended by the Water

Quality Act of 1987, requires NPDES permits for storm water discharges from MS4s to waters of the United States. Section 402(p)(3)(B) requires that permits for MS4s: "(i) may be issued on a system - or jurisdiction-wide basis; (ii) shall include a requirement to effectively prohibit non-storm water discharges into the storm sewers; and (iii) shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants."

18. The USEPA promulgated 40 Code of Federal Regulations (CFR) Part 122.26, on November 16, 1990, pursuant to Section 402(p) of the CWA, which established requirements for storm water discharges under the NPDES program. The regulations recognize that certain categories of non-storm water discharges need not be prohibited if they are determined not to be significant sources of pollutants.
19. Section 6217(g) of the Coastal Zone Act Reauthorization Amendments of 1990 (CZARA) requires coastal states with approved coastal zone management programs to address non-point pollution impacting or threatening coastal water quality. The USEPA under CZARA has issued guidance for five major categories of non-point pollution in coastal waters. These are: (a) agricultural runoff; (b) silvicultural runoff; (c) urban runoff (including developing and developed areas); (d) marinas and recreational boating; and (e) hydromodification. The Long Beach Storm Water Management Program (LBSWMP) incorporates management measures for pollution from urban runoff, and thus provides the functional equivalence for compliance with CZARA in this category.

#### State Statutes and Permits

20. To facilitate compliance with federal regulations, the State Water Resources Control Board (State Board) has issued two statewide general NPDES permits: one for storm water from industrial sites [NPDES No. CAS000001, General Industrial Activities Storm Water Permit (GIASP)] and the other for storm water from construction sites [NPDES No. CAS000002, General Construction Activity Storm Water Permit (GCASP)]. The GCASP was issued on August 20, 1992. The GIASP was reissued on April 17, 1997. Facilities discharging storm water associated with industrial activities and construction projects with a disturbed area of five acres or more are required to obtain individual NPDES permits for storm water discharges, or be covered by these statewide general permits by completing and filing a Notice of Intent (NOI) with the State Water Resources Control Board (State Board). The USEPA guidance contemplates coordination of the state administered programs for industrial and construction activities with the local agency program to reduce pollutants in storm water discharges to the MS4.
21. The State Board on June 17, 1999, adopted through Order No. WQ 99-05, standard receiving water limitations language to be included in all municipal storm water permits issued by the State and Regional Boards.
22. The State Board adopted Resolution No. 68-16 "Maintaining High Quality Water" which established an anti-degradation policy for State and Regional Boards.

23. California Water Code (CWC) Section 13263(a) requires that waste discharge requirements issued by Regional Boards shall implement any relevant water quality control plans that have been adopted; shall take into consideration the beneficial uses to be protected and the water quality objectives reasonably required for that purpose; other waste discharges; and, the need to prevent nuisance.
24. California Water Code Section 13370 *et seq.* requires that waste discharge requirements issued by the Regional Boards comply with provisions of the Federal Clean Water Act and its amendments.

#### Regional Board Water Quality Control Plans and Policies

25. The Regional Board adopted an updated Water Quality Control Plan (Basin Plan) for the Los Angeles Region on June 13, 1994, '*Water Quality Control Plan, Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties*, (1994). 'The Basin Plan, which is incorporated in this Order by reference, specifies the beneficial uses of receiving waters and contains both narrative and numerical water quality objectives for the receiving waters in the City of Long Beach.
26. This Regional Board has divided the region into watershed management areas to implement a watershed management approach to water quality protection. The objective of the watershed management approach is to provide a comprehensive and integrated strategy towards water resource protection, enhancement, and restoration while balancing economic and environmental impacts within a hydrologically defined drainage basin or watershed. Portions of the City are situated in the following watershed management areas: (1) Los Angeles River and (2) San Gabriel River.
27. This action to adopt and issue waste discharge requirements and a NPDES permit is exempt from the provisions of the California Environmental Quality Act; Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code in accordance with Section 13389 of the California Water Code.

#### Public Involvement Process

28. The Regional Board has notified the Permittee, MS4 municipalities, interested agencies, interested persons, and the public of its intent to prescribe waste discharge requirements and an MS4 NPDES permit for storm water discharges, and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
29. The Board, in a public hearing, heard and considered all comments pertaining to the tentative waste discharge requirements. This order shall serve as a NPDES Permit pursuant to Section 402 of the federal Clean Water Act, or amendments thereto.
30. This permit shall take effect at the end of 10 days from the date of its adoption, provided the Regional Administrator of the U.S. Environmental Protection Agency, Region IX, has no objections.

## Requirements

IT IS HEREBY ORDERED that the City of Long Beach, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, and the provisions of the Clean Water Act, as amended, and regulations and guidelines adopted thereunder, shall comply with the following:

### Part 1. RECEIVING WATER LIMITATIONS

- A. Discharges from the MS4 that cause or contribute to the violation of water quality standards or water quality objectives are prohibited.
- B. Discharges from the MS4 of storm water, or non-storm water, for which a Permittee is responsible shall not cause or contribute to a condition of nuisance.
- C. The Permittee shall comply with Part 1 and 2 of the permit through timely implementation of control measures and other actions to reduce pollutants in the discharges in accordance with the LBSWMP and other requirements of this permit including any modifications. The LBSWMP shall be designed to achieve compliance with receiving water limitations. If exceedances of water quality objectives or water quality standards (collectively, water quality standards) persist, notwithstanding implementation of the LBSWMP and other requirements of this permit, the Permittee shall assure compliance with discharge prohibitions and receiving water limitations by complying with the following procedure:
  - 1. Upon a determination by either the Permittee or the Regional Board that discharges are causing or contributing to an exceedance of an applicable water quality standard, the Permittee shall promptly notify and thereafter submit a report to the Regional Board that describes BMPs that are currently being implemented and additional BMPs that will be implemented to prevent or reduce any pollutants that are causing or contributing to the exceedances of water quality standards. This report may be incorporated in the annual update of the LBSWMP unless the Regional Board directs an earlier submittal. The report shall include an implementation schedule. The Regional Board may require modifications to the Report.
  - 2. Submit any modifications to the report required by the Regional Board within 30 days of notification
  - 3. Within 30 days following the approval of the report, the Permittee shall revise the LBSWMP and monitoring program to incorporate the approved modified BMPs that have been and will be implemented, implementation schedule, and any

additional monitoring required

4. Implement the revised LBSWMP and monitoring program according to the approved schedule

So long as the Permittee has complied with the procedures set forth above and is implementing the revised LBSWMP, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the Regional Board to develop additional BMPs.

## Part 2. DISCHARGE PROHIBITIONS

### I. Discharge Prohibitions

- A. The Permittee shall effectively prohibit non-storm water discharges into the MS4 and watercourses except where such discharges:

1. Are covered by a separate individual or general NPDES permit; or

2. Meet one of the conditions below:

- a. Not identified as a source of pollutants:

- i. Flows from riparian habitats or wetlands;
- ii. Diverted stream flows;
- iii. Springs;
- iv. Rising ground waters;
- v. Uncontaminated groundwater infiltration; and

- b. Not Identified as a source of pollutants subject to conditions:

- i. Reclaimed and potable landscape irrigation water;
- ii. Water line flushing;
- iii. Discharges from potable water sources;
- iv. Foundation drains;
- v. Footing Drains;
- vi. Air conditioning condensate;
- vii. Water from crawl space pumps
- viii. Reclaimed and potable irrigation water;
- ix. Reclaimed and potable lawn watering;
- x. Dechlorinated swimming pool discharges;
- xi. Individual residential car washing; and
- xii. Sidewalk washing
- xiii. Discharges or flows from emergency fire fighting activities.

If any of the above types of non-storm water discharges (Part 2, I. A.2.b) are determined to be a source of pollutants by the Regional Board Executive Officer, the discharge need not be prohibited if the

Permittee implements appropriate BMPs to ensure that the discharge is not a source of pollutants. Notwithstanding the above, the Regional Board Executive Officer may impose the prohibition in consideration of anti-degradation policies.

- c. The Regional Board Executive Officer may authorize the discharge of additional types of non-storm water, after consideration of anti-degradation policies, and upon presentation of evidence that the non-storm water discharge is not a source of pollutants. This evidence may include the implementation of BMPs to control pollutants.
3. Discharges originating from federal, state, or other facilities which the Permittee is pre-empted by law from regulating.

### Part 3            STORM WATER MANAGEMENT, MONITORING, AND REPORTING

#### **I.        Storm Water Management**

##### Conformance with Federal Requirements

The City of Long Beach Storm Water Management Program shall, at a minimum, comply with applicable requirements of 40 CFR 122.26.(d)(2), and implement the LBSWMP consistent with guidance issued by the U.S. EPA for Phase 1 MS4 program implementation [EPA Document No. 833-B-92-002]. The LBSWMP shall be implemented so as to reduce the discharges of pollutants in storm water to the maximum extent practicable. The LBSWMP is described (Table of Contents) in Appendix, pages A-1 through A-6.

##### A.        Requirements

1. The Permittee shall implement in its entirety the LBSWMP adopted with this permit and approved modifications to the LBSWMP made during the term of the permit including those made in accordance with Part 1. C. of this permit.
2. The Permittee shall implement the following BMPs approved by the Regional Board
  - a. Catch-basin stenciling
  - b. Trash collection
  - c. Street sweeping
  - d. Waste-oil recycling
  - e. Household hazardous waste collection programs
  - f. Water conservation practices
  - g. Proper disposal practices for litter, green waste, and pet feces
  - h. Public Reporting Program for Illicit Connections/ Discharges
  - i. Reporting Program for Hazardous Substances Spill

- j. Procedure to deny grading permits to project applicants not filing a Notice of Intent (NOI) for a State General Construction Activity Storm Water Permit or without a State Storm Water Pollution Prevention Plan (SWPPP), where applicable
  - k. Review and approval of Urban Storm Water Mitigation Plans for Priority Development Planning Projects
  - l. Review and approval of Local Storm Water Pollution Prevention Plans for Priority Development Construction Projects
  - m. Inspection of Development Construction Projects
  - n. Information Program for Developers
5. The Permittee shall comply with all provisions of this permit and requirements herein.

B. Modification

1. The Regional Board Executive Officer may approve changes to the LBSWMP either:
  - a. Upon petition by the Permittee or interested parties and after providing for and considering public comment, or
  - b. As deemed necessary by the Regional Board Executive Officer following notice to the Permittee and after providing for and considering public comment.
2. The Permittee shall modify the LBSWMP, at the direction of the Regional Board Executive Officer, to incorporate applicable regional provisions approved by the Regional Board Executive Officer in plans for watersheds shared by the Permittee with other MS4 programs.

C. Rescission

1. Coverage for the Permittee under Board Order No. 96-054 is hereby rescinded.

D. Legal Authority

The Permittee shall possess the necessary legal authority established by statute, ordinance, or other means, to prohibit and control the contribution of pollutants to the MS4 from storm water discharges. This shall include legal authority to enforce the following:

1. Prohibit illicit discharges and illicit connections to the MS4 and require removal of illicit connections:
  - a. Prohibit the discharge of wash waters to the MS4 when gas stations, auto repair garages, or other types of automotive service facilities are cleaned;

- b. Prohibit the discharge of runoff to the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;
  - c. Prohibit the discharges of runoff to the MS4 from areas where repair of machinery and equipment which are visibly leaking oil, fluid or antifreeze is undertaken;
  - d. Prohibit the discharge of runoff to the MS4 from storage areas of materials, containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous materials;
  - e. Prohibit the discharge of commercial/ municipal, chlorinated swimming pool water and filter backwash to the MS4;
  - f. Prohibit the discharge of runoff from the washing of toxic materials from paved or unpaved areas to the MS4;
  - g. Prohibit washing impervious surfaces in industrial/commercial areas which results in a discharge of runoff to the MS4, unless specifically required by State or local health and safety codes; and
  - h. Prohibit the discharge from washing out of concrete trucks to the MS4.
2. Prohibit spills, dumping, or disposal of materials, other than storm water:
    - a. Prohibit littering;
    - b. Prohibit the disposal of leaves, dirt, or other landscape debris into a storm drain;
    - c. Prohibit the discharge to the MS4 of any state or federally banned pesticide, fungicide, or herbicide;
    - d. Prohibit the discharge of food waste into the MS4;
    - e. Require, in areas exposed to storm water, the use of BMPs and/ or the removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, and other materials which have potential adverse impacts on water quality.
  3. Control through interagency agreements the contribution of pollutants from one portion of the MS4 to another portion of the MS4.
  4. Require compliance with conditions in ordinances, permits, contracts or orders.
  5. Carry out all inspections, surveillance and monitoring procedures necessary to determine compliance and non-compliance with permit

conditions including the prohibition on illicit discharges to the MS4;

## **II. Monitoring**

### **A. Requirements**

The City of Long Beach Monitoring Program is described in the Appendix, pages C-1 through C-9.

The City of Long Beach Monitoring Program shall:

1. estimate annual mass emissions of pollutants discharged to surface waters through the MS4;
2. evaluate water column and sediment toxicity in receiving waters;
3. evaluate impact of storm water/ urban runoff on bio-species in receiving waters;
4. determine and prioritize pollutants of concern in storm water;
5. identify pollutant sources on the basis of flow sampling, facility inspections, and ICID investigations; and
6. evaluate BMP effectiveness.

### **B. Regional Participation**

1. The Permittee shall participate with the County of Los Angeles, the City of Los Angeles, Watershed Management Area (WMA) municipalities, and Southern California Coastal Water Research Project (SCCWRP) to investigate storm water impacts on the Los Angeles River, San Gabriel River, and the Los Cerritos Channel, when conducting its monitoring program.
2. The Executive Officer shall by January 1, 2001, after conferring with the Permittees in each watershed, develop and approve a cost-sharing formula that allocates a fair share for monitoring costs to each watershed participant.
3. The Permittee shall participate with (SCCWRP) in regional storm water studies.

### **C. Implementation**

1. The Permittee shall implement in its entirety the Long Beach Monitoring Program adopted with this permit and approved modifications made during the term of the permit.

D. Modification

1. The Regional Board Executive Officer or the Regional Board, consistent with 40 CFR 122.41, may approve changes to the LB Monitoring Program, after providing the opportunity for public comment, either:
  - a. By petition of the Permittee or by petition of interested parties after the submittal of the Annual Monitoring Program Report. Such petition shall be filed not later than 60 days after the Annual Monitoring Program Report submittal date, or
  - b. As deemed necessary by the Regional Board Executive Officer following notice to the Permittee.

**III. Program Reporting and Evaluation**

A. Reporting

1. The Permittee shall submit an Annual Storm Water Permit Report and Assessment to the Regional Board Executive Officer annually on December 1. The first Annual Storm Water Report and Assessment shall be due on December 1, 2000. The Annual Storm Water Permit Report and Assessment will include the information necessary to assess the Permittee's compliance status relative to this Order, and the effectiveness of implementation of permit requirements on storm water quality.
2. At a minimum the Annual Storm Water Permit Report and Assessment will include the following:
  - a. Status of compliance with permit requirements including implementation dates for all time-specific deadlines. If permit deadlines are not met, the Permittee shall report the reasons why the requirement was not met, how the requirements will be met in the future, including projected implementation date;
  - b. An assessment of the effectiveness of permit requirements to reduce storm water pollution. This assessment will be based upon the specific record-keeping information requirement in each major section of the permit, monitoring data, and any other data the Permittee has, or is aware of that provides information on permit effectiveness; and
  - c. An analysis of the data to identify areas of the City which cause or contribute to exceedances of water quality standards or objectives, the predominate land uses in these areas, and potential sources of pollutants in those areas.

B. Public Information and Participation

1. Description of activities on distributing brochures, community outreach efforts, public communication efforts and, educational programs in schools, including, where appropriate, an estimate of the public and student populations reached; and,
  2. Number of industrial and commercial site visits in the past year including the number of businesses the City has identified that have failed to file a Notice of Intent (NOI).
- C. Illicit Discharges
1. For each illicit discharge the Permittee must report the reason for the discharge and the action taken to prevent similar discharges from occurring.
- D. Illicit Connections
1. Number of illegal connections identified in the past year;
  2. Number of illegal connections eliminated in the past year; and,
  3. Number and type of enforcement actions, applicable to storm water enforcement, taken in the past year.
- E. Development Construction
1. Number of construction projects requiring SWPPPs in the past year
  2. Number of inspections in the past year; and,
  3. Number and type of enforcement actions, applicable to storm water enforcement, taken at construction sites in the past year.
- F. Development Planning
1. Scheduled date of significant rewrite of the Permittee's General Plan;
  2. Description of the developer information program and assessment of it's effectiveness; and,
  3. Number of development projects for which SUSMPs were completed and the percentage of total development projects approved by the Permittee for which a SUSMP was completed since the permit was adopted and in the past year.
- G. Storm Water Management Program Budget
1. Fiscal Resources

- a. The Permittee shall prepare annually a storm water budget update on resources dedicated to the storm water program. This budget report shall include an estimated baseline budget (based on 1989 data if available), and annual updates identifying the budget expenditures for the storm water management program. At a minimum the specific categories to be detailed are noted below:
  - i. Program management
  - ii. Illicit connections/illicit discharge
  - iii. Development planning/development construction
  - iv. Construction inspection activities
  - v. Public Agency Activities
    - Operations and Maintenance
    - Municipal Street Sweeping
    - Fleet and Public Agency Facilities
    - Landscape and Recreational Facilities
  - vi. Capital Costs
  - vii. Public Information and Participation
  - viii. Monitoring Program
  - ix. Other

H. Storm Water Monitoring Report

1. The Permittee shall submit a Storm Water Monitoring Report on July 15, 2000 and annually on July 15, thereafter. The report shall include:
  - a. Status of implementation of the monitoring program;
  - b. Results of the monitoring program; and,
  - c. Interpretation of the results include analyses of trends, land-use contributions, and BMP effectiveness.

Part 4 SPECIAL AND STANDARD PROVISIONS

**I. Special Provisions**

A. General

1. Requirements of the permit will take effect immediately (except where otherwise specifically stated in this permit).
2. Requirements of the LBSWMP shall be implemented no later than December 30, 1999, unless a different implementation date is provided in

this Order.

3. The Permittee shall coordinate and participate with those Watershed Management Committees formed pursuant to Board Order No. 96-054 within whose watersheds the City of Long Beach's drainage area lies.
4. The Permittee shall develop for distribution a consolidated document with a municipal code cross-reference matrix and current municipal codes for enforcement of the LBSWMP.
5. The Permittee shall submit a report to the Regional Board Executive Officer by January 1, 2000, on the Permittee's evaluation of the need for a comprehensive storm water ordinance, and, if a comprehensive storm water ordinance is not recommended, present the basis of its determination to not develop such an ordinance.

B. Illicit Connections

1. The Permittee shall eliminate all illicit connections the Permittee becomes aware of through City inspections or public reporting within 6 months after the Permittee gains knowledge of the connection.
2. The Permittee shall inspect at a minimum:
  - a. those portions of the storm drain system consisting of storm drain pipes 36 inches in diameter or greater, for illicit connections within 5 years after the permit is adopted;
  - b. areas of the MS4 designated as high priority, within 2 years after the permit is adopted, based on priorities identified in the LBSWMP;
  - c. open channels within one year after the permit is adopted; and,
  - d. storm sewers to identify the presence of conditions that may suggest the presence of illicit connections and, where information is developed that suggests such connections exist, investigate and take necessary actions to eliminate the connection.
3. The Permittee shall maintain a database on illicit connections which includes type of connection, location, evidence of illicit discharge, date of initial inspection, enforcement action taken, date of follow-up inspection, and date of removal.

C. Illicit Discharge

1. For all illicit discharges the Permittee gains knowledge of, the Permittee shall investigate the cause, determine the amount and nature of the discharge, and take appropriate action, including where appropriate, the issuance of an enforcement order, that will result in the immediate cessation of the discharge.

2. All Permittee inspectors and other field workers shall receive training on how to identify and report illicit discharges and the requirements of this Order, within 6 months after the permit is adopted, and through an annual refresher training thereafter.
3. Within 2 years after permit adoption, all Phase I industrial facilities, restaurants and gas stations located within the Permittee's jurisdiction shall receive educational information describing illicit discharges. The information shall include: types of discharges prohibited, how to prevent illegal discharges, what to do in the event of an illegal discharge, and the array of enforcement actions the facility may be subject to, including penalties that can be assessed.

#### D. Development Planning

1. The Permittee shall develop storm water management guidelines for use in preparing/ reviewing CEQA documents, and in linking storm water quality mitigation conditions to local discretionary project approvals. The Permittee shall make appropriate modifications in their internal planning procedures not later than December 30, 1999.
2. The Permittee shall include watershed and storm water management considerations in the appropriate elements of the Permittee's General Plan whenever said elements are significantly rewritten. Appropriate elements include but are not limited to conservation, open space, land-use, public utilities and infrastructure.
3. All Permittee employees engaged in development planning shall receive training on the requirements of this Order and BMP implementation within six months after the permit is adopted, and through annual refresher training thereafter.
4. The Permittee shall develop and implement a developer information program no later than six months after the permit is adopted to inform developers seeking project approvals from the City about the impacts of development and construction on storm water, BMPs applicable to development and redevelopment, and the SUSMP requirements. The developer information program must reach developers as early in the planning process as possible.
5. The Permittee shall require that Standard Urban Storm Water Mitigation Plans be prepared for the following new projects:
  - a. 10-99 home subdivisions
  - b. 100 or more home subdivisions
  - c. 100,000 or more square-foot commercial developments
  - d. environmentally sensitive areas
6. The SUSMP will incorporate the following requirements:

- a. provisions associated with SUSMPs adopted by the Regional Board;
  - b. at a minimum, peak runoff rates can not exceed pre-development levels, for developments where the potential for increased storm water discharge rates can result in an increase in downstream erosion potential; and,
  - c. for new developments, 25% of required landscaped areas must be vegetated with xeriscape.
7. The Permittee shall require that source control BMPs identified in Table 5-1 in the LBSWMP and included in the Appendix, pages B-1, be implemented for the following projects:
- a. automotive repair shops
  - b. retail gasoline outlet
  - c. restaurants
  - d. hillside projects
8. After July 1, 2000, all trash containers for restaurants shall be required to be located in covered areas and drainage from surrounding areas must be diverted around the trash container area. The Permittee has the discretion to waive this requirement for internal restaurant renovations.
9. Trash containers sized 1 cubic yard or greater shall be required to have lids.
10. All designated vehicle/ equipment wash areas shall be required to be self-contained, or covered, or equipped with a clarifier, or other pretreatment facility, and properly connected to a sanitary sewer.
11. For automotive repair shop and retail gasoline outlet developments, discharge of untreated storm water runoff to the storm drain system from toxic or hazardous material storage areas and repair/ maintenance areas shall be prohibited.
12. For automotive repair shop and retail gasoline outlet developments, discharge of storm water runoff to the storm drain system from fueling areas shall be managed with BMPs in accordance with guidelines in, *Best Management Practice Guide: Retail Gasoline Outlets, California Stormwater Quality Task Force (1997)*.
13. For restaurants, equipment and accessory wash areas including areas where floor mats are washed must drain to the sanitary sewer.

E. Development Construction

1. The Permittee shall require, prior to the issuance of any building or grading permit, preparation of storm water pollution prevention plans

- (SWPPPs) for projects that are not subject to the General Construction permit and meet one of the following criteria:
- a. Will result in soil disturbance of one acre or more in size
  - b. Is adjacent to an environmentally sensitive area
  - c. Is located in a hillside area
2. The SWPPP shall include the appropriate construction site BMPs selected from the list adopted by the Regional Board on April 22, 1999. In addition, the Permittee shall ensure the following minimum requirements are met at every construction site regardless of size:
- a. Sediments will be retained on the project site using structural drainage controls;
  - b. No construction-related materials, wastes, spills, or residues shall be discharged from the project site to the streets, drainage facilities, or adjacent properties by wind or runoff;
  - c. Runoff from equipment and vehicle washing shall be contained at the project site; and,
  - d. Eliminate, to the maximum extent possible, erosion from slopes and channels by implementing applicable BMPs including:
    - i. Limit scheduling of grading during the wet season
    - ii. When grading occurs during the wet season, the Permittee will conduct onsite inspections of disturbed areas during rain events exceeding 0.1 inch over a 24 hour period
    - iii. Vegetation shall be planted and maintained on slopes
    - iv. Cover susceptible slopes
3. Project plans must include a narrative discussion of the rationale used for selecting or rejecting BMPs. The project architect or engineer of record, or authorized qualified designee, must sign a statement on the plan to the effect: "As the architect/engineer of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on storm water quality. The project owner and contractor are aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activities."
4. The Permittee shall not issue a grading permit for developments with disturbed areas of five acres or greater unless the applicant can show that:
- a. a Notice of Intent (NOI) to comply with the State Construction Activity Storm Water Permit has been filed; and,

- b. a Storm Water Pollution Prevention Plan (SWPPP) has been prepared.
5. The Permittee shall inspect every qualifying site at least once during the rainy season to determine if the minimum requirements listed above are being achieved. For inspected sites which do not meet the minimum requirements or have not adequately implemented SWPPP, the Permittee shall follow-up within 2 weeks of the last inspection to ensure compliance.
6. The Permittee shall provide training on the requirements of the development construction and development planning sections of this permit to all construction inspection staff and other staff directly involved in construction activities. Training should be completed by December 30, 1999, and conducted annually thereafter. All new staff should be trained within six months after their employment start-date.

F. Permittee Public Agency Activities

1. Requirements under the development planning and development construction sections of this Order shall apply to all applicable public agency development and construction projects.
2. The Permittee shall routinely conduct trash collection along, on and/or in water bodies under its jurisdiction.
3. Catch basin maintenance, under Permittee's jurisdiction, shall include:
  - a. All catch basins will be cleaned out and inspected one time between May 1 and September 30 of each year; and,
  - b. All catch basins that are at least 40% full of trash and debris between October 1 and April 30, shall be cleaned-out.
4. The Permittee shall develop a database on inlet maintenance, which at a minimum, includes a record of catch basin clean-outs to include: the quantity, predominant types, and likely sources of trash removed.
  - a. All open channels will be cleaned at least once between May 1 and September 30 of each year. A database record of the of the amount of trash removed shall be maintained.
5. Curbed streets shall be swept a minimum of twice per month.
6. Street saw-cutting and paving is prohibited during a storm event of 0.25 inches or greater (except during emergency conditions).
7. Discharge of untreated runoff from temporary or permanent street maintenance waste storage areas is prohibited.
8. For vehicle maintenance and repair facilities, the discharge of untreated

- storm water runoff to the storm drain system from toxic or hazardous material storage areas, fueling areas, and repair/maintenance areas is prohibited.
9. All vehicle/equipment wash areas must be self-contained, or covered, or equipped with a clarifier, or other pretreatment facility, and properly connected to a sanitary sewer. This provision does not apply to fire fighting vehicles.
  10. Discharge of untreated storm water runoff from any toxic or hazardous material storage areas, including waste storage and handling areas, is prohibited.
  11. For new public agency developments 25% of all required landscaping areas must be vegetated with xeriscape vegetation.
  12. The routine application of pesticides, herbicides, and fertilizers during the wet season is prohibited. The Permittee's Stormwater Task Force shall develop a protocol for the non-routine application of pesticides, herbicides, and fertilizers.
  13. Uncovered parking lots with greater than 25 parking spaces, will be swept at least monthly. By October 1, 2000 the Permittee shall develop and implement an uncovered parking lot washing program.
  14. Discharge of liquids from concrete truck washouts into storm drains, open ditches, streets or catch basins is prohibited.
  15. The Permittee shall train Permittee employees (whose jobs or activities directly affect storm water quality, or those who respond to questions from the public) regarding the requirements of the storm water management program. This includes maintenance, construction, planning, and inspection personnel.

#### G. Public Information and Participation

1. Telephone numbers for reporting clogged catch basin inlets, illicit discharges, dumping and general storm water management information will be listed in the government pages of the telephone book.
2. A storm water brochure must be provided with every building permit application. The brochure must include:
  - a. A listing of contractor and developer storm water management training programs available in the area. (This list must be updated annually on the Permittee's website address);
  - b. A list of all requirements of this order related to development and redevelopment projects; and,
  - c. The list of development planning and development construction BMPs.
3. The Permittee shall insure that a minimum of 1.5 million impressions per year

are made on the general public about storm water quality via print, local TV access, local radio or other appropriate media (in addition to the schoolchildren and industrial/commercial education outreach required below).

4. The Permittee shall distribute outreach materials to the general public, and targeted audiences such as schools, community groups, contractors and developers, at the appropriate public counters and at public events.
5. The Permittee shall provide the Long Beach Unified School District with materials, including but not limited to, videos, live presentations, brochures, and other media, necessary to educate a minimum of 50% of all school children (K-12) every two years on storm water pollution. This requirement can be accomplished through cooperative efforts with other agencies.
6. Industrial/ Commercial Educational Program
  - a. The Permittee shall implement an industrial/commercial educational site visit program. Site visits will occur once every two years at all Phase I industrial facilities, vehicle repair shops, vehicle body shops, vehicle parts (excluding parts retail stores with no outside storage) and accessory facilities, gas stations, restaurants, and additional industrial/ commercial facilities identified as priorities by the Regional Board Executive Officer or the Permittee. During the educational site visit, the Permittee shall:
    - i. Consult with a representative of the facility to explain applicable storm water regulations;
    - ii. Distribute and discuss applicable BMP and educational materials, including information regarding the codes, regulations, ordinances, and permits applicable to the category of the facility. Specific BMP brochures shall be developed and distributed for each major type of industry. In the case of Phase I facilities, notify the facility of specific requirements under the Statewide Industrial General Permit including that such facilities must file an Notice of Intent (NOI) with the State Water Resources Control Board and that a Storm Water Pollution Prevention Plan (SWPPP) must be available on the site;
    - iii. Conduct a site walk-through, when requested by the owner/operator, to provide consultation on recommended BMPs; and
  - b. The Permittee shall provide an annual update of the database of industrial/commercial facilities to Los Angeles County and the Regional Board Executive Officer. The database format shall include at a minimum:
    - Facility name
    - Site Address
    - Watershed Management Area
    - Applicable SIC code(s); and
    - NPDES storm water permit coverage status, if applicable

- i. The list of facilities identified within the Permittee's jurisdiction shall include, at a minimum:
  - All industrial groups regulated under Phase I of the Federal storm water program (40 CFR 122.26; Phase I Facilities);
  - Motor vehicle repair shops, motor vehicles body shops, motor vehicle parts and accessories facilities (excepting those with no outside materials storage), gas stations, and restaurants; and
  - Additional SIC industrial/commercial facilities identified as priorities by the Permittee or the Regional Board Executive; and
  - Number of facility visitations reported to the Executive Officer a list of visited facilities on an annual basis.

H. Five Year Public Education Strategy

1. The Permittee shall participate in the Five Year Public Education Strategy implemented by the Los Angeles County Department of Public Works pursuant to Board Order No. 96-054 by representation in the of the Los Angeles County Department of Works Educational Sub-committee.

I. Inlet/ Catch-basin Stenciling Program

1. All storm drain inlets and catch basins owned and operated by the Permittee must be stenciled with prohibitive language to discourage illegal dumping. In addition, signs with prohibitive language discouraging illegal dumping must be posted along channels and creeks. The Permittee is responsible for the maintenance of the posted signs. The Permittee shall maintain storm drain sign legibility.

J. Parking Lot Study

1. The Permittee shall conduct a representative survey of privately-owned parking lots of more than 10 spaces exposed to storm water runoff to determine the amount of pollutants generated by these sources and the measures taken to remove litter by the lot operators. The Permittee shall report the results of this survey by July 15, 2000. The survey shall be accompanied by recommendations necessary to effectively reduce the contribution of storm water pollution constituents from these sources and a plan for their implementation.

K. Total Maximum Daily Loads [40 CFR 130.7]

1. The Permittee shall modify the LBSWMP to comply with waste load allocations developed and approved pursuant to the process for the designation of Total Maximum Daily Loads (TMDLs) for impaired water-bodies.

## II. Standard Provisions

### A. Public Review

1. All documents submitted to the Regional Board in compliance with the terms and conditions of this Permit shall be made available to members of the public pursuant to the Freedom of Information Act (5 U.S.C. Section 5.52 (as amended) and the Public Records Act (California Government Code Section 6250 *et seq.*)
2. All documents submitted to the Executive Officer for approval shall be made available to the public for a 30-day period to allow for public comment.

### B. Monitoring [40 CFR 122.41(j)]

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity;
2. The Permittee shall retain records of all monitoring information, including all calibration and maintenance monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the Report of Waste Discharge and application for this Order, for a period of at least five(5) years from the date of the sample, measurement, report, or application. This period may be extended by request of the Regional Board or EPA at any time and shall be extended during the course of any unresolved litigation regarding this discharge;
3. Records of monitoring information shall include:
  - a. The date, exact place, and time of sampling or measurements;
  - b. The individual(s) who performed the sampling or measurements;
  - c. The date(s) analyses were performed;
  - d. The individual(s) who performed the analyses;
  - e. The analytical techniques or methods used; and
  - f. The results of such analyses;
4. All sampling, sample preservation, and analyses must be conducted according to test procedures under 40 CFR Part 136, unless other test procedures have been specified in this Order; and,
5. All chemical, bacteriological, and bioassay analyses shall be conducted at a laboratory certified for such analyses by an appropriate governmental regulatory agency.

C. Reporting

1. The Annual Storm Water Permit Report and Assessment shall contain the following completed declaration:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility, of a fine and imprisonment for knowing violations.

Executed on the \_\_\_ day of \_\_\_\_\_, 19\_\_,

at \_\_\_\_\_.

(Signature) \_\_\_\_\_ (Title) \_\_\_\_\_"

2. The Annual Monitoring Report shall contain both tabular and graphical summaries of the monitoring data obtained during the previous year. In addition, the Permittee shall discuss the compliance record and the corrective actions taken or planned which may be needed to bring the discharge into full compliance with the waste discharge requirements.
3. Monitoring Program Reporting shall be consistent with the following standard requirements where applicable:
  - a. The Permittee shall file with the Board technical reports on self monitoring work performed according to the detailed specifications contained in the Monitoring Program as directed by the Executive Officer;
  - b. In reporting the monitoring data, the Permittee shall arrange the data in tabular form so that the date, the constituents, and the concentrations are readily discernable. The data shall be summarized to demonstrate compliance with waste discharge requirements and, where applicable, shall include results of receiving water observations;
  - c. Each monitoring report must affirm in writing that "all analyses were conducted at a laboratory certified for such analyses by the Department of Health Services or approved by the Executive Officer and in accordance with current EPA guideline procedures or as specified in this Monitoring Program";

- d. Each report shall contain the following completed declaration:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility, of a fine and imprisonment for knowing violations.

Executed on the \_\_\_ day of \_\_\_\_\_, 19\_\_,

at \_\_\_\_\_.

(Signature) \_\_\_\_\_ (Title) \_\_\_\_\_";

- e. If no flow occurred during the reporting period, the monitoring report shall so state;
- f. For any analyses performed for which no procedure is specified in the EPA guidelines or in the monitoring and Reporting Program, the constituent or parameter analyzed and the method or procedure used must be specified in the monitoring report; and
- g. The Executive Officer may make modifications to the approved monitoring program as deemed necessary.

D. Duty to Comply [40 CFR 122.41(a)]

1. The Permittee must comply with all of the terms, requirements, and conditions of this order. Any violation of this order constitutes a violation of the Clean Water Act, its regulations and the California Water Code, and is grounds for enforcement action, Order termination, Order revocation and reissuance, denial of an application for reissuance; or a combination thereof.
2. A copy of these waste discharge specifications shall be maintained by the Permittee so as to be available at all times to Permittee employees and members of the public.
3. Any discharge of wastes at any point(s) other than specifically described in this Order is prohibited, and constitutes a violation of the Order.

E. Duty to Mitigate [40 CFR 122.41 9d]

1. The Permittee shall take all reasonable steps to minimize or prevent any

discharge that has a reasonable likelihood of adversely affecting human health or the environment.

F. Inspection and Entry [40CFR 122.41(l)]

1. The Regional Board, USEPA, and other authorized representatives shall be allowed:
  - a. Entry upon premises where a regulated facility is located or conducted, or where records are kept under conditions of this Order;
  - b. Access to copy any records that are kept under the conditions of this Order;
  - c. To inspect any facility, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
  - d. To photograph, sample, and monitor for the purpose of assuring compliance with this Order, or as otherwise authorized by the Clean Water Act and the California Water Code.

G. Proper Operation and Maintenance [40 CFR 122.41 (e)]

1. The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control including sludge use and disposal facilities (and related appurtenances) that are installed or used by the Permittee to achieve compliance with this Order. Proper operation and maintenance includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar system that are installed by a Permittee only when necessary to achieve compliance with the conditions of this Order.

H. Signatory Requirements [40 CFR 122.41]

1. Except as otherwise provided in this Order, all applications, reports, or information submitted to the Regional Board shall be signed by the Director of Public Works or City Engineer under penalty of perjury.

I. Reopener and Modification [40 CFR 122.41(f)]

1. This Order may only be modified, revoked, or reissued, prior to the expiration date, by the Regional Board, in accordance with the procedural requirements of the Water Code and Title 23 of the California Code Regulations for the issuance of waste discharge requirements, and upon prior notice and hearing, to:
  - a. Address changed conditions or new information identified in the required reports or other sources deemed significant by the Regional Board;

- b. Incorporate applicable requirements or statewide water quality control plans adopted by the State Board or amendments to the Basin Plan;
    - c. Comply with any applicable requirements, guidelines, and/or regulations issued or approved pursuant to CWA Section 402(p); and/or
    - d. Consider any other federal, or state laws or regulations that became effective after adoption of this Order.
  2. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:
    - a. Violation of any term or condition contained in this Order;
    - b. Obtaining this Order by misrepresentation, or failure to disclose all relevant facts; or
    - c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  3. This Order may be modified, revoked and reissued, or terminated for cause.
  4. The filing of a request by the Permittee for a modification, revocation and re-issuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.
  5. This Order may be modified to make corrections or allowances for changes in the permitted activity listed in this section, without following the procedures at 40 CFR Part 122.25, if processed as a minor modification. Minor modifications may only:
    - a. Correct typographical errors
    - b. Require more frequent monitoring or reporting by the Permittee.
- J. Severability
  1. The provisions of this permit are severable; and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected.
- K. Duty to Provide Information [40 CFR 122.41 (h)]
  1. The Permittee shall furnish, within a reasonable time, any information the Regional Board or US EPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The Permittee shall also furnish to the Regional Board, upon request, copies of records required to be kept by this Order.
- L. Twenty-four Hour Reporting
  1. The Permittee shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within 24 hours from the

time the Permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times and, if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The following shall be included as information that must be reported within 24 hours under this paragraph:

- a. Any unanticipated bypass release that exceeds any effluent limitation in the Order;
- b. Any condition upset that exceeds any effluent limitation in the Order;  
or
- c. Violation of a maximum daily discharge limitation for any of the pollutants listed in this Order to be reported within 24 hours.

The Regional Board may waive the above-required written report on a case-by-case basis.

M. Bypass [40 CFR 122.41(m)]

1. Bypass (the intentional diversion of waste streams from any portion of a treatment facility) is prohibited. The Regional Board may take enforcement action against the Permittee for bypass unless:
  - a. Bypass was unavoidable to prevent loss of life, personal injury or severe property damage. (Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.);
  - b. There were no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment down time. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass that could occur during normal periods of equipment downtime or preventive maintenance;
  - c. The Permittee submitted a notice at least ten days in advance of the need for a bypass to the Regional Board; or
  - d. The Permittee may allow a bypass to occur that does not cause

effluent limitations to be exceeded, but only if it is for essential maintenance to assure efficient operation. In such a case, the above bypass conditions are not applicable. The Permittee shall submit notice of an unanticipated bypass as required.

N. Upset [40 CFR 122.41(n)]

1. A Permittee that wishes to establish the affirmative defense of an upset in an action brought for non compliance shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
  - a. an upset occurred and that the Permittee can identify the cause(s) of the upset;
  - b. the permitted facility was being properly operated by the time of the upset;
  - c. the Permittee submitted notice of the upset as required; and
  - d. the Permittee complied with any remedial measures required.

No determination made before an action for noncompliance, such as during administrative review of claims that non-compliance was caused by an upset, is final administrative action subject to judicial review.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

O. Property Rights [40 CFR 122.41 (h)]

1. This Order does not convey any property rights of any sort, or any exclusive privilege.

P. Enforcement

Violation of any of the provisions of this NPDES permit or any of the provisions of this Order may subject the violator to any of the penalties described herein, or any combination thereof, at the discretion of the prosecuting authority; except that only one kind of penalty may be applied for each kind of violation.

1. The California Water Code provides that any person who violates a waste discharge requirement or a provision of the California Water Code is subject to civil penalties of up to \$5,000 per day, \$10,000 per day, or \$25,000 per day of violation, or when the violation involves the discharge of pollutants, is subject to civil penalties of up to \$10 per gallon per day or \$25 per gallon per day of violation; or some combination thereof, depending on the violation, or upon the combination of violations.
2. The Federal Clean Water Act (CWA) provides that any person who violates a permit condition or any requirement imposed in a pretreatment program

implementing sections 301, 302, 306, 307, 308, 318 or 405 of the CWA is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing these sections of the CWA is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both. Any person who knowingly violates permit conditions implementing these sections of the CWA is subject to a fine of not less than \$5,000, or more than \$50,000 per day of violation, or by imprisonment for not more than 3 years, or by both.

3. The Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any application, record, report, or other document submitted or required to be maintained under this Order, or who knowingly falsifies, tampers with, or renders inaccurate any monitoring device or method required to be maintained under this act, shall upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 2 years per violation, or by both.

Q. Need to Halt or Reduce Activity not a Defense [40 CFR 122.41(c)]

1. It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Order.

R. Other Information

1. Should the Permittee discover that it failed to submit any relevant facts or that it submitted incorrect information in a report, it shall promptly submit the missing or correct information.
2. The Permittee shall report all instances of non-compliance not otherwise reported at the time monitoring reports are submitted.
3. The Permittee shall mail a copy of each monitoring report to:

INFORMATION TECHNOLOGY  
CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD - LOS ANGELES REGION  
320 W. 4<sup>TH</sup> STREET, SUITE 200  
LOS ANGELES, CA 90013

A copy of the monitoring report shall also be mailed to:

REGIONAL ADMINISTRATOR  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 9  
75 Hawthorne Street  
San Francisco, CA 94105

S. Definitions

1. "Construction" means constructing, clearing, grading, or excavation that results in soil disturbance. Construction includes structure tear-down. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.
2. "Development construction projects" are those projects constructed on privately and publicly owned land outside the public street right of way. For projects constructed within the public street right of way, refer to Section 2, Municipal Construction Activities.
3. "Discretionary project" is a project which requires the exercise of judgement or deliberation when the public agency or body decides to approve or disapproves a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.
4. "Environmentally Sensitive Areas" means an area designated as an Area of Special Biological Significance by the State Water Resources Control Board or an area designated as a significant natural area by the California Resources Agency or an area designated as an area of Ecological Significance by the County of Los Angeles.
5. "Grab sample" is defined as any individual sample collected in a short period of time not exceeding 15 minutes. "Grab samples" shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks. It is used primarily in determining compliance with "daily maximum" limits and the "instantaneous maximum" limits.
6. "Hazardous substance" is a material defined under 40 Code of Federal Regulations (CFR) § 302. These are categorized as either "listed" or "unlisted" hazardous substances. Listed hazardous substances are certain items of solid waste that exhibit characteristics identified in 40 CFR § 261.2 through 261.24. Examples of hazardous substances include any substance or chemical product for which one or more of the following applies:
  - A material safety data sheet (MSDS) is required
  - The substance is listed as radioactive by the Nuclear Regulatory Commission
  - The substance is listed as hazardous by the U.S. Department of Transportation
  - The material is listed in Labor Code § 6382(b)

The above four categories are described in the California Health and Safety Code, Division 20, Chapter 6.95, Hazardous Materials Release Response Plans and Inventory.

7. "Illicit Connection" is any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged, excluding roof-drains and other similar type connections. Examples

include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

8. "Illicit Discharge" is any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes all non storm-water discharges except discharges pursuant to an NPDES permit, discharges that are identified in Part 2 of this order, and discharges authorized by the Regional Board Executive Officer.
9. "Illicit Disposal" is any disposal, either intentionally or unintentionally, of material(s) or waste(s) that can pollute storm water or urban runoff.
10. "Median" of an ordered set of values is the value which the values above and below is an equal number of values, or which is the arithmetic mean of the two middle values, if there is no one middle value.
11. "Ministerial" [approval] describes a government decision involving little or no personal judgement by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented but uses no special discretion or judgement in reaching a decision. A ministerial action involves the use of fixed standards or objective measurements, and the public official cannot use personal, subjective judgement in deciding whether or how the project should be carried out. [Section 15369 of CEQA Guidelines]
12. "Non-Storm Water Discharge" means discharge other than storm water runoff or snow melt.
13. "Potable water sources" means flows from drinking water storage, supply and distribution systems including flows from system failures, pressure releases, system maintenance, well development, pump testing, fire hydrant flow testing; and flushing and dewatering of pipes, reservoirs, vaults, and wells.
14. "Priority pollutants" are those constituents referred to in 40 CFR 401.15 and listed in the EPA NPDES Application Form 2C, pp. V-3 through V-9.
15. "Sidewalk Washing" means pressure washing of paved pedestrian walkways with only water and properly disposing of all debris collected.
16. "Source Control BMPs" are activities, plans, policies, management practices and maintenance procedures, which are designed to control pollutants from entering the storm drain system.
17. "Square feet" for commercial development means total impermeable area including parking area.
18. "Storm water discharges associated with industrial activity" is defined at 40 CFR § 122.26(b)(14)(i) through (xi), and refers to eleven categories of activities required to obtain a National Pollutant Discharge Elimination System (NPDES) permit for storm water discharges.

19. "Toxic pollutant" means any pollutant listed as toxic under section 307(a)(1) of the Clean Water Act or under 40 CFR 122, Appendix D.
20. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper action.
21. "Water Quality Standards and Water Quality Objectives" applicable to the Permittee include those contained in the Los Angeles Regional Water Quality Control Plan (Basin Plan), the California Ocean Plan, the National Toxics Rule, and other state or federally approved surface water quality plans. Such plans are used by the Regional Board to regulate all discharges, including storm water discharges.
22. "Wet Season" means the calendar period beginning October 1 through April 15.
23. "Wet Weather" means a storm event that generates runoff 0.10 inches or more over a 24-hour period.

This Order expires on June 29, 2004. The Permittee must submit a complete Report of Waste Discharge (ROWD) in accordance with Title 23, California Code of Regulations, not later than 180 days in advance of such date as application for reissuance of waste discharge requirements.

I, Dennis A. Dickerson, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on June 30, 1999.

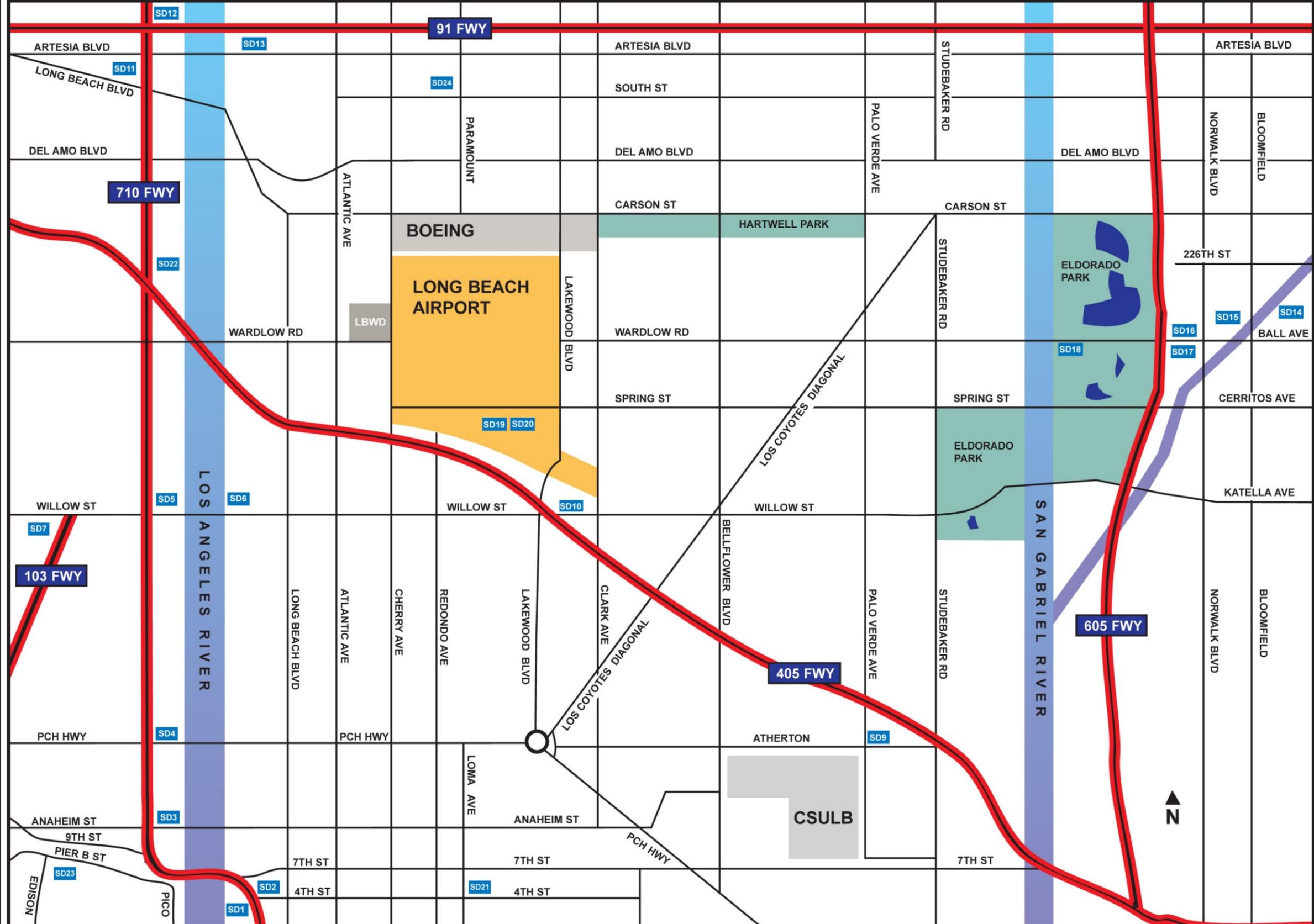
\_\_\_\_\_  
DENNIS A. DICKERSON  
Executive Officer

June 30, 1999  
Date

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

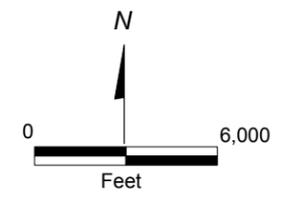
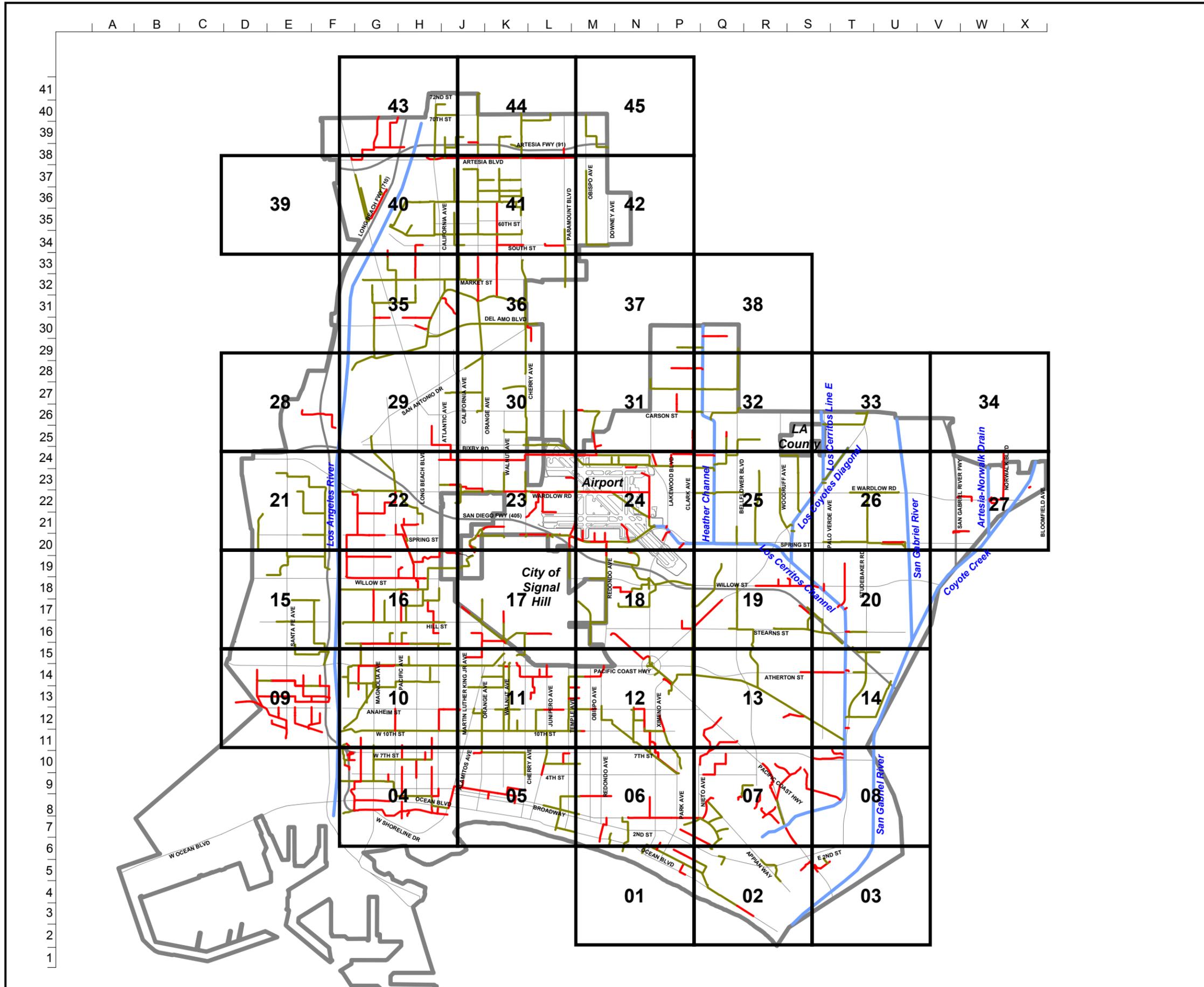
**STORM DRAIN SYSTEM MAPS**

# STORM SEWER OVERVIEW



**SITE LAYOUT  
LOCATION MAP**

FIGURE 1



**LEGEND**

-  City Boundary
-  Regional Drain
-  Modeled City Drain
-  Modeled County Drain
-  Modeled Map

**Modeled Map Index**

# CATCH BASINS AND OUTFALL STRUCTURES



**LEGEND**

- 4 Outfall Structure
- STORM DRAIN DEVICES**
- OTHER/UNKNOWN
- CITY OF LONG BEACH**
- CATCH BASIN
- ! GRATED CATCH BASIN
- LOS ANGELES COUNTY**
- CATCH BASIN
- ! GRATED CATCH BASIN
- STORM DRAINS**
- OTHER/UNKNOWN
- CITY OF LONG BEACH
- LA COUNTY FLOOD CONTROL
- ▭ DRAINAGE BASIN

ID	Location Name	City Catch Basins	County Catch Basins	Total
SD-1	Molino Avenue	46	34	80
SD-2	Redondo Street	32	0	32
SD-3	9th Place	3	0	3
SD-4	36th Place	5	4	9
SD-5	West Belmont Pier	0	27	27
<b>TOTAL</b>		<b>86</b>	<b>65</b>	<b>151</b>



**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**STRUCTURAL BMP LOCATIONS**

## Structural BMP Locations

### Trash Netting System:

SD1 – 6<sup>th</sup> Street and Deforest  
SD3 – 1444 W. Cowles Street  
SD4 – 1233 W. 19<sup>th</sup> Street  
SD5 – 2710 Gale Avenue  
SD6 – 901 26<sup>th</sup> Way

### Proposed:

SD12 – Coachella Avenue & 67<sup>th</sup> Street  
SD13 – 509 Artesia Boulevard, east of  
flood control channel

### Vortex Separation System:

SD12 – Coachella Avenue & 67<sup>th</sup> Street  
20<sup>th</sup> Street and Walnut Avenue

### Proposed:

SD11 – 114 Gordon Street

**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**DATA COLLECTION FORM**

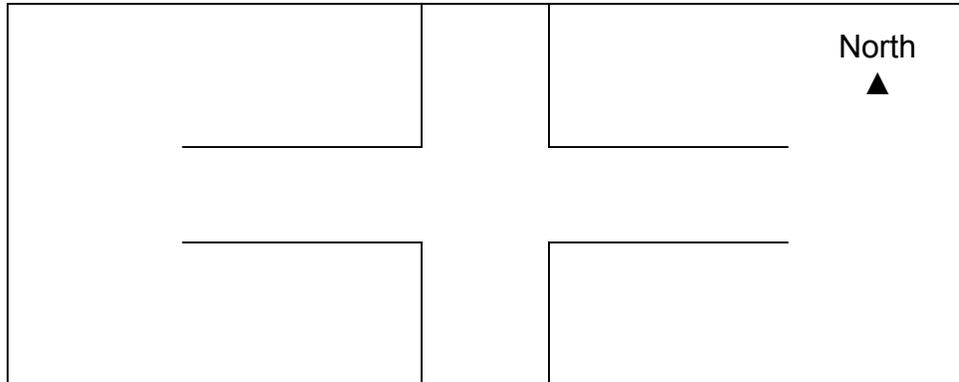
INSPECTOR \_\_\_\_\_  
 Work Order # \_\_\_\_\_  
 DATE \_\_\_\_\_

**ATTENTION: STORM WATER PROGRAM OFFICER**  
 NAME City of Long Beach City Hall  
 ADDRESS 333 West Ocean Blvd. 9th Floor  
 CITY-STATE Long Beach, CA  
 PHONE (562) 570-6023  
 E-MAIL Tom.Leary@longbeach.gov  
 Facsimile: 562-570-6501



CATCH BASIN # \_\_\_\_\_  
 DRAIN LOCATION \_\_\_\_\_  
 BMP TYPE \_\_\_\_\_ Size Outlet \_\_\_\_\_  
 BMP location \_\_\_\_\_

**DRAIN DRAWING  
 OR  
 ADDITIONAL  
 INFORMATION**



SERVICE I - INSPECTION C - CLEANING KEY (GAL/CuYds) 1 - TRASH 2 - SILT 3 - GREEN WASTE 4 - OTHER

DATE / VISIT	SERVICE	MATERIALS	AMOUNT	BASIN	FILTER

**COMMENTS**

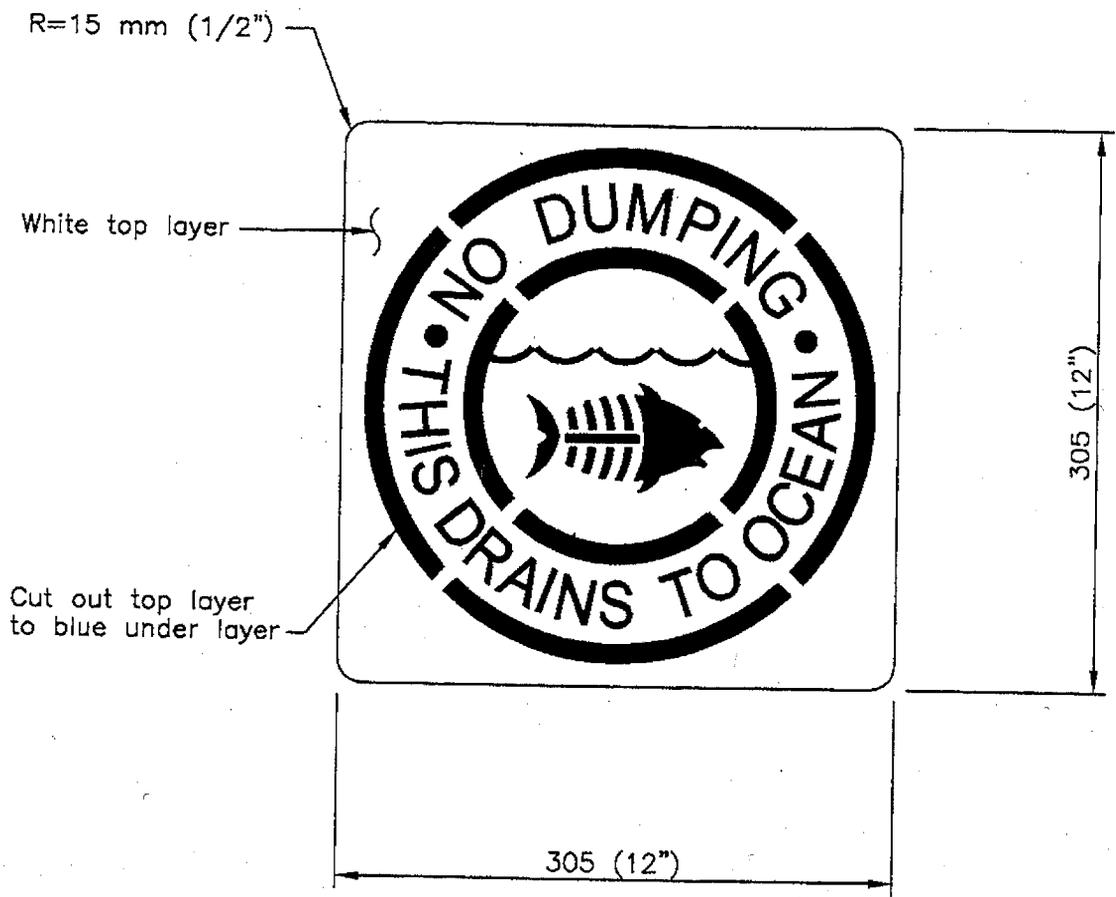
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**DATA COLLECTION FORM**



**STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT  
IN THE CITY OF LONG BEACH, CALIFORNIA**

**CLB STANDARD PLAN NO. 636**



**Notes:**

1. Stencil material shall be two-layer resilient thermoplastic with 30% graded glass beads, 3.15 mm (125 mils) total thickness with beveled edges. Material shall be AASHTO designated M249-79(86), except that material shall be pre-formed.
2. Before application, prepare P.C.C. surfaces with a primer sealer. Apply stencils with propane torch heating, per manufacturer's recommendations.
3. Other graphic designs than that shown above are subject to approval. Submit full-size drawings and material samples to the City Engineer before application.
4. For new catch basins, stamp design into fresh concrete with tool loaned by the City of Long Beach, Public Service Bureau, Phone (562) 570-2700.

Dimensions are in millimeters, except as noted

REVISIONS		CITY OF LONG BEACH, CALIFORNIA DEPARTMENT OF PUBLIC WORKS	STANDARD PLAN NO.
NO.	DATE		METRIC 636
1	12/23/02	CATCH BASIN STENCIL	SHEET
2	02/28/03		1 OF 1
3		APPROVED BY: <i>[Signature]</i>	DATE: 4/16/03
4		CITY ENGINEER R.E. No. 40599	EX. DATE 03/31/07



# **CITY OF LONG BEACH**

DEPARTMENT OF FINANCIAL MANAGEMENT  
Business Relations Bureau

## **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

### **PARTICIPATION INSTRUCTIONS**

**June 22, 2009**

**PROJECT:**

# INSTRUCTIONS TO BIDDERS

## SUMMARY

**This Small Business Enterprise (“SBE”) Program shall apply to all City Manager Departments, in accordance to Ordinance #ORD-09-0005, adopted April 7, 2009 and enacted on May 13, 2009 (Attachment A).**

**Each prospective bidder who is successful in a bid to provide goods or services to the City must comply with the City’s SBE policy.**

### **I. Small Business Enterprise (SBE) Certification**

Only those Small Business Enterprises certified by City of Long Beach Business Relations Bureau shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Department of Financial Management, Business Relations Bureau, Purchasing Division. If a Small Business Enterprise elects to compete for city business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with the City of Long Beach must complete the online certification process. The online certification process can be viewed at the following link:

<http://www.longbeach.gov/purchasing/default.asp>

Upon receipt, the Business Relations Bureau will review the application and determine SBE certification status. In addition, the vendor will be eligible to receive notices to bid on their selected commodities or services.

### **II. SBE Participation Goal**

The Long Beach City Council has established an overall 20% goal in all procurement categories for Small Business Enterprise program participation with the following City Manager Departments:

- Department of Public Works
- Department of Gas & Oil
- Department of Parks, Recreation and Marine

The exception of goals established by the Manager of Business Relations Bureau on a contract-by contract basis based on market availability and useful function within the contract.

**The SBE Participation goal can be achieved in the following manner(s):**

- a) **Non-SBE prime contractors/consultants** shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- b) **SBE & LSBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/VSBE participation goal, but shall meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal.

## Small Business Enterprises – Eligibility Requirements

### I. SBE, VSBE and LSBE Eligibility

- a) **SBE** eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at [www.sba.gov/ca/la](http://www.sba.gov/ca/la). Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$33.5 million; specialty trade contractor \$14.0 million; engineering services \$4.5 million.
- b) **VSBE** eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation. The current guidelines for this designation can be accessed on the State of California's website at <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- c) Local Small Business Enterprise (**LSBE**) eligibility shall be determined by the criteria established in Municipal Code section 2.84.030, subdivisions (1) and (2), <http://www.municode.com/resources/gateway.asp?pid=16115&sid=5> in addition to the SBE eligibility criteria described in section a, above.

## SBE/VSBE/LSBE Good Faith Effort

### Good Faith Effort Evaluation Criteria for Contracts

A proposer whose proposal/SOQ fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort (GFE) is demonstrated. The following criteria shall be used in evaluating a proposer's GFE:

1. **Attend Pre-Proposal Meeting:** The proposer submitted written evidence that he/she attended the pre-proposal conference.

*Tip: To receive credit for attending the pre-proposal meeting, the attendee must be a person who will be directly involved with the project, i.e., owner, project manager, etc. A copy of the sign-in sheet must be submitted. If no pre-proposal meeting is held, the proposer will receive 10 points credit for this criterion.*

2. **Subdivide the Work:** The proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements (combined SBE/VSBE/LSBE goal established for that contract).

*Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE, VSBE and LSBE participation. For example:*

Name of Project:	<u>Pipeline Relocation Design</u>
Work Elements:	Civil engineering – 70%
	Geotechnical – 10%
	Structural engineering – 10%
	Mechanical engineering – 10%

3. **Advertise:** The proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers at least 14 calendar days prior to the proposal/SOQ due date. A copy of the advertisement, showing the advertisement date(s), name of publication, type of work and amount of work being solicited, must be provided.

*Tip: A copy of the advertisement must be provided, including the date(s) of advertisement and name of the publication.*

4. **Use Public Databases:** The proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, small business, minority business, and

women-owned business associations, and chambers of commerce to help solicit small businesses. In addition, databases from the agencies below are available.

- Metropolitan Water District  
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- Los Angeles Community College District  
[http://www.build-laccd.org/bidding\\_and\\_contracting/index.asp?pg=oao](http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=oao)

5. **Provide Relevant Information to Small Businesses:** The proposer submitted written evidence that he/she has provided interested small businesses with information about the requirements of the contract at least 14 calendar days prior to the proposal/SOQ due date.

*Tip:* Submitting the information included in the ad copy and also in direct written solicitations satisfies this requirement.

6. **Directly Solicit Small Businesses:** The proposer submitted written evidence of directly soliciting small business subconsultants. A copy of the written notices sent directly to SBEs, VSBES and LSBES must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

*Tip: Written evidence must include the following information: name of agency, name of project, company name, scope of work required, date of contact, method of contact (in-person, phone, fax, email), person contacted, result of contact (waiting for response, waiting for proposal/SOQ, left message, no answer, etc.).*

7. **Conduct Follow-Up:** The proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the proposal/SOQ.

*Tip: Follow-up activities must include documentation of repeat contact efforts if the first contact was unsuccessful.*

8. **Offer Assistance:** The proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

*Tip: Negotiations include give-and-take by both parties with the intention of reaching a mutually satisfactory agreement. This includes responding in writing to proposals/SOQs from small businesses.*

9. **Negotiate:** The proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were

negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.)

*Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy and also in direct written solicitations satisfies this requirement.*

- 10. Document proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or proposals received but not accepted, the proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the proposal. If price was the reason for rejecting the proposal, the proposer listed the price proposed by both the SBE/VSBE and the low proposer for that element of work.

*Note: For successful proposals/SOQs, Contractor must submit the name of the successful proposer(s) on COLB Form SBE-2P - SBE/VSBE Commitment Plan for Professional Services Contracts. Please refer to the ITB or RFP for submittal deadlines.*

**Each of the 10 criteria will be assigned 10 points and will be graded with 0 or 10 points; there is no partial credit. The proposer must achieve a score of 70 out of a possible 100 points in order for the SBE Administrator to determine that the proposer has made an acceptable GFE.**

## **SBE/VSBE/LSBE Commitment Plan**

For SBE designated contracts, prime contractors must submit a completed SBE Commitment Plan Form (Attachment B) to the City of Long Beach, Business Relations Bureau listing information for each SBE used for contract goal satisfaction or a good faith effort explaining why the goal could not be reached. The Business Relations Bureau will approve the initial SBE commitment or good faith effort submitted by the prime contractor. The Business Relations Bureau office is responsible for approving any revisions to the contract SBE commitment approved by City of Long Beach.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (Attachment C) to the City for approval. (Contact Business Relations Bureau at [562] 570-6200 for more information on this form.) Upon receipt of this form, the City will implement the following procedure:

1. Contact the SBE subcontractor being terminated or replaced to verify information provided by the prime contractor.
2. Do not consider a more advantageous subcontract with another subcontractor as a valid reason for SBE subcontractor termination or replacement.
3. Ensure the substitution procedure outlined in the contract SBE Special Provision is followed prior to approving the termination or substitution of an approved SBE subcontractor.
4. Obtain a completed SBE Commitment Plan form from the prime contractor with original prime contractor and SBE subcontractor signatures, for any new or replacement SBE subcontractors to be added to the previously approved contract SBE commitment. Ensure the following information is included with the SBE Commitment Plan form:
  - o items and quantity of work to be performed
  - o materials being supplied
  - o dollar value of subcontract, materials or services
  - o total amount of SBE commitment
  - o if the SBE is a material supplier, an explanation of the function performed
5. Notify the prime contractor and the Business Relations Bureau of the approval or denial of the SBE commitment revision. Forward the COLB Substitution/Change Form, the appropriate letter, and any file documentation to the prime contractor and BOP.

Notify the Business Relations Bureau if the SBE commitment revision request is not approved, and the prime contractor is in non-compliance with the contract SBE requirements.

## **INSTRUCTIONS FOR COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONTRACTS**

### **INSTRUCTIONS FOR SECTION 2**

1. List all SBE/VSBE/LSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database, accessible from the SBE/VSBE/LSBE Program page of the City's website ([www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.

5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
  - a. locating the SBE/VSBE/LSBE on via the small business search function; and/or
  - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors/subconsultants and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subconsultants must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be render for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE's/VSBE's/LSBE's subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

ORDINANCE NO. ORD-09-0005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH RELATING TO A SMALL, VERY SMALL AND LOCAL SMALL BUSINESS ENTERPRISE PILOT PROGRAM FOR CERTAIN CITY CONTRACTS WITH SPECIFIED CITY DEPARTMENTS, AND MAKING A DETERMINATION RELATED THERETO

WHEREAS, the economic health of the City depends on the strength of all its businesses, including small, very small and local small businesses that are sometimes unable to compete with large-scale enterprises for City contracts; and

WHEREAS, the City desires to strengthen the City's economic base by increasing the participation of small, very small and local small businesses in City contracts; and

WHEREAS, in order to assure an effective outcome, a "pilot program" for a period of one (1) year will be undertaken for specified City departments for applicable City contracts and procurement opportunities;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

Section 1. The City Council hereby adopts Exhibit "A," setting forth the City of Long Beach Small, Very Small and Local Small Business Enterprise Program (the "Program"), attached hereto and incorporated herein by this reference.

Section 2. The Program shall expire one (1) year from the date of adoption of this ordinance, unless extended.

Section 3. The City Council hereby finds and determines that Exhibit "A" is statutorily exempt from the provisions of the California Environmental Quality Act.

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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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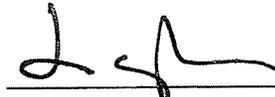
Section 4. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of April 7, 2009, by the following vote:

Ayes: Councilmembers: S. Lowenthal, DeLong, Schipske,  
Andrews, Reyes Uranga, Gabelich,  
Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.

  
\_\_\_\_\_  
City Clerk

Approved: 4/12/09  
(Date)

  
\_\_\_\_\_  
Mayor

## EXHIBIT A

The City of Long Beach Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Local Small Business Enterprise (LSBE) Pilot Program (the "Program").

### **1.0 Applicability**

The Program shall apply to all applicable construction contracts, professional services contracts, and procurement activities undertaken by City of Long Beach Departments of Public Works and Parks, Recreation and Marine, funded with City general fund revenues and/or federal funds, except those subject to 49 CFR 26, "Disadvantaged Business Enterprises (DBE) Program" or those requiring compliance with the City's Section 3 program, and the Department of Gas and Oil, funded with gas or oil revenue. The Program shall not apply to projects or purchases using Tidelands funds or funds from the South East Resource Recovery Facility (SERRF) or projects performed by oil contractors Thums and Tidelands.

### **2.0 Policy**

2.1 The City shall promote utilization of Small Business Enterprises (SBEs), Very Small Business Enterprises (VSBEs) and Local Small Business Enterprises (LSBEs) on construction contracts, professional services contracts, and purchase orders.

2.2 The goal of the Program is to provide the City with more competition, lower costs, and better community participation by reducing barriers to small and local business participation in the City's contracting and procurement process.

2.3 The Program shall be administered in a streamlined and cost effective manner by the City's Business Services Manager, operating under the appropriate bureau managing director, division director, and section manager.

2.4 For the Department of Parks, Recreation and Marine, VSBE participation will not be tracked separately from SBE participation, due to the large number of small contracts (less than \$100,000) and the administrative costs of tracking SBEs and VSBEs separately.

### **3.0 Program Structure**

The Program was established by an ordinance adopted on \_\_\_\_\_, 2009 by the City Council of the City of Long Beach, and became effective on \_\_\_\_\_, 2009.

### **4.0 Program Applicability to Non-SBE Firms, SBE Firms and VSBE Firms**

4.1 Non-SBE prime contractors/consultants/vendors shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.1.1 The Department of Public Works shall identify and may exempt from the requirements of this Program any project requiring compliance with the City's Section 3 Program, established by federal court consent decree. In cases where a determination is made to exempt a project due to the Section 3 requirements, submission of a Good Faith Effort shall not be required for a bid or proposal to be deemed responsive.

4.2 SBE prime contractors/consultants/vendors, certified through the City's online SBE/VSBE/LSBE database and verified by the City, are deemed to have met the SBE component of the combined SBE/VSBE/LSBE participation goal, but shall meet the VSBE component for the goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.3 City-certified SBE prime contractors/consultants/vendors who also qualify as a Very Small Business Enterprise (VSBE) based upon the Business Services Manager's review of qualifying information are deemed to have met both components of the combined SBE/VSBE/LSBE participation goal.

4.4 The City encourages all prime contractors/consultants/vendors to utilize small business subcontractors and subconsultants, whether at a first tier or lower tier sub level, as well as vendors and suppliers. Lower tier subs and vendors/suppliers must provide services/materials directly related to the project or they will not qualify to meet the goal.

## **5.0 SBE, VSBE and LSBE Eligibility**

5.1 SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at [www.sba.gov/ca/la](http://www.sba.gov/ca/la). Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$31.0 million; specialty trade contractor \$13.0 million; engineering services \$4.5 million.

5.2 VSBE eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation.

5.3 Local Small Business Enterprise (LSBE) eligibility shall be determined by the criteria established in section 2.84.030, subdivisions (1) and (2), in addition to the SBE eligibility criteria described in section 5.1, above.

## **6.0 Annual SBE/VSBE/LSBE/LSBE Goals, Individual Contract Goals, Division Goals**

6.1 For the first year of the Program, annual City-wide SBE/VSBE/LSBE goals for participation shall be twenty percent (20%) for procurement and contracting of services, which include ten percent (10%) general SBE participation; five percent (5%) LSBE participation and five percent (5%) VSBE participation.

6.2 In order to meet the established goals, the Program Manager for each contract will consult with the Business Services Manager. Goals may be adjusted due to the number of qualified SBE/VSBE/LSBE firms available to provide the required services. If the dollar value of the work elements of a contract that can be performed by SBEs, VSBEs and/or LSBEs is high, the contract will have a higher SBE, VSBE and/or LSBE participation goal than one where only a small portion of the work could be competitively performed by SBEs, VSBEs or LSBEs.

6.3 The following is a method for determining SBE/VSBE/LSBE contract goals. Starting with a detailed cost estimate for each contract, the contract Program Manager will identify the types and amounts of work to be performed in the contract using universal codes established by the North American Industrial Classification System (NAICS). The Business Services Manager will research government and City databases and locate potential small

businesses for each work discipline. The goals are then established based on two factors: (1) the number of SBEs/VSBEs/LSBEs available to perform a work discipline; and (2) the amount of work in the contract scope that the discipline represents.

6.4 For City contracts that do not have an assigned contract-specific SBE/VSBE/LSBE goal, additional targeted outreach to SBEs/VSBEs/LSBEs will be conducted, and every effort will be made to award the work to a small business.

6.5 Certain categories of work are exempted from the Program requirements for compelling reasons after consultation with the Business Services Manager and approval by appropriate division director.

## **7.0 Definitions of “Subcontractor” and “Vendor/Supplier”**

7.1 A “Subcontractor” is defined as an individual, firm, or entity having a direct contract with the prime contractor or with any other subcontractor to perform a portion of the subject contract. A subcontractor must have a valid State of California Contractor’s License to the extent required by law.

7.2 A “Vendor/Supplier” is defined as an individual, firm, or entity providing materials or supplies directly to the subject contract. For a prime contractor to receive participation credit for utilizing an SBE/VSBE/LSBE vendor or supplier under the City’s SBE/VSBE/LSBE Program, the materials/supplies must be directly applicable to the subject contract or City facility.

## **8.0 City’s SBE/VSBE/LSBE Database: Vendor Registration and SBE Certification**

8.1 All firms (large and small) wishing to do business with the City are strongly encouraged to register with the City’s online database. Vendor registration is relatively simple and quick. A link to vendor registration is provided from the SBE/VSBE/LSBE Program page on the City’s website.

8.2 All SBE/VSBE/LSBE firms listed on a City contract (prime contractor/consultant, subcontractors/subconsultants, vendors and suppliers) are required to register with, and obtain SBE certification from, the City’s online vendor database, in order to receive credit toward the established SBE/VSBE/LSBE goal for that contract.

8.3 For the prime contractor/consultant to receive credit for a small business as part of the prime’s commitment to meeting the established SBE/VSBE/LSBE goal for a contract, the SBE must be certified by the due date of the prime’s SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- or SBE- ).

8.4 To apply for VSBE status, the small business must check the “VSBE” box on its online SBE certification application. Separate VSBE certifications will not be issued. The City will determine VSBE eligibility at the time of review of the prime contractor’s/consultant’s SBE/VSBE/LSBE Commitment Plan.

8.5 Prior to contract award, SBE, VSBE and LSBE status shall be verified and may be audited by the City.

## **9.0 Bidders’ Commitment to Meeting the Established SBE/VSBE/LSBE Participation Goals**

9.1 All construction contract bidders shall submit a completed SBE/VSBE/LSBE Commitment Plan for Construction Contracts indicating the dollar value and percentage of SBE/VSBE/LSBE contract participation.

9.2 The City may, in its discretion, allow bidders up to three (3) additional business days to submit Good Faith Effort documentation. A bidder that does not meet the SBE/VSBE/LSBE participation goals and does not submit its GFE documentation is declared non-responsive and may forfeit its bidder's bond.

9.3 If all three lowest bidders are declared non-responsive, the fourth-lowest bidder shall submit its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ) within 48 hours of written request by the City. The bidder's Commitment Plan will be evaluated by the Business Services Manager. If the bidder does not meet the combined SBE/VSBE/LSBE participation goal established for that contract, the bidder shall submit its Good Faith Effort documentation within 48 hours of request by the City.

9.4 Bidders that do not meet the SBE, VSBE or LSBE participation goal shall be deemed non-responsive unless they demonstrate that they have made an acceptable Good Faith Effort to meet the SBE/VSBE/LSBE participation goals.

9.5 Within three business days of being informed by the City that a firm is non-responsive because it has failed to meet the SBE/VSBE/LSBE participation goal and has not documented an acceptable Good Faith Effort (GFE), the bidder may request administrative reconsideration. The bidder shall make this request in writing to appropriate Managing Director who will serve as the SBE Reconsideration Official. The SBE Reconsideration Official will not be involved in the initial evaluation of the bidder's GFE. Contractors shall forfeit their right for reconsideration if they fail to act within three business days.

9.6 The reconsideration process provides an opportunity for the affected bidder to meet with the SBE Reconsideration Official to discuss the basis of the City's determination of non-responsiveness. The SBE Reconsideration Official will send the affected bidder a written decision on reconsideration, via certified mail, explaining the basis for finding that the bidder did or did not meet the participation goal or demonstrate an acceptable Good Faith Effort.

## **10.0 Proposers' Compliance with SBE/VSBE/LSBE Participation Goals**

10.1 All proposers shall submit, with their proposal or Statement of Qualifications, a completed COLB Form SBE- : SBE/VSBE/LSBE Commitment Plan for Professional Services Contracts, indicating the estimated dollar value and percentage of SBE/VSBE/LSBE contract participation. This will demonstrate the proposer's ability or intent to meet the SBE/VSBE/LSBE participation goals.

10.2 If, during the evaluation process, the City finds that the proposer was unable to show ability or intent to meet the SBE/VSBE/LSBE goals assigned to the project, the proposer will be required to submit a Good Faith Effort in order to continue in the selection process.

10.3 Consultants shall indicate SBE/VSBE/LSBE participation levels prior to receiving authorization for a work task.

10.4 After negotiations have been completed and the Consultant contract is executed, achieving the SBE/VSBE/LSBE goal is a contractual commitment and can only be altered with

written approval of the appropriate City division director, for unusual instances such as a change in scope of services.

#### **11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria**

A bidder/proposer whose bid or proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort is demonstrated. The following criteria shall be used in evaluating a bidder's/proposer's GFE:

11.1 Attend Pre-Bid/Pre-Proposal Meeting: The bidder/proposer submitted written evidence that he/she attended the pre-bid conference or pre-proposal meeting.

11.2 Subdivide the Work: The bidder/proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the bidder's/proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements.

11.3 Advertise: The bidder/proposer submitted written evidence of commercial advertising for small business subcontractors/subconsultants at least 14 calendar days prior to the bid/proposal due date. A copy of the advertisement showing the advertisement date(s), name of publication, type of work and amount of work that is being solicited, must be provided.

11.4 Use Public Databases: The bidder/proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, shall business, minority business, and women-owned business associations, and chambers of commerce to help solicit subcontractors.

11.5 Provide Relevant Information to Small Businesses: The bidder/proposer submitted written evidence that he/she has provided interested small business with information about the requirements of the contract, and how to obtain plans and specifications, at least 14 calendar days prior to the bid/proposal due date.

11.6 Directly Solicit Small Businesses: The bidder/proposer submitted written evidence of directly soliciting for small business subcontractors/subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

11.7 Conduct Follow-Up: The bidder/proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the bid/proposal.

11.8 Offer Assistance: The bidder/proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

11.9 Negotiate: The bidder/proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.).

11.10 Document Bid and Negotiation Results: For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful bidder's/proposer's company name, telephone number, contact person, price bid (if applicable), and the reason for rejecting the bid or proposal. If price is the reason for

rejecting the bid/proposal, list the price bid by both the SBE/VSBE/LSBE and the low bidder for that element of work.

Each of the 10 criteria will be assigned 10 points. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the Business Services Manager to determine that the bidder/proposer has made an acceptable Good Faith Effort (GFE).

For detailed GFE submittal instructions and specific examples, log on to www.\_\_\_\_\_ and click on "Good Faith Effect Evaluation criteria and Submittal Instructions."

## **12.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Construction Contracts**

12.1 During the term of the contract, the prime Contractor shall be required to utilize all Subcontractors (as defined in Section 7.0 of this document) listed on its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ), in the amount and percentage specified on the form. Any SBE/VSBE/LSBE subcontractor substitution will require prior written approval by the appropriate City division director, and must meet all State laws and statutes.

12.2 All Subcontractors listed on COLB Form SBE- , who defined work is greater than ½ of one percent of the prime contract value, must be listed on the bidder's list of Subcontractors submitted with the bid documents. If an SBE/VSBE/LSBE Subcontractor is added after submittal of the bidder's list of Subcontractors, the bidder shall follow Subcontractor listing/substitution procedures pursuant to Public Contract Code 4107 et al.

12.3 If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Contractor's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ). At project close-out, if the prime Contractor fails to meet the combined SBE/VSBE/LSBE participation percentage specified on its SBE/VSBE/LSBE Commitment Plan, or fails to provide proof that it made a good faith effort to do so, the Contractor may be considered to be in material breach of contract (refer to Section 16.0).

## **13.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Professional Services Contracts**

13.1 During the term of the contract, the prime Consultant shall be required to utilize all subconsultants listed on its SBE/VSBE/LSBE Commitment Plan (COLB form SBE- ), unless the City approves a change in scope of work that would eliminate or reduce the utilization of an SBE, VSBE or LSBE subconsultant. Any SBE/VSBE/LSBE subconsultant substitutions require prior written approval by the appropriate City division director.

13.2 If a prime Consultant substitutes an SBE/VSBE/LSBE vendor/supplier, the Consultant shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Consultant's SBE/VSBE/LSBE Commitment Plan.

## **14.0 Contract Amendments**

If the City approves a change order or contract amendment, the SBE/VSBE/LSBE participation goals may, at the sole discretion of the appropriate City division director, apply to the change

order or contract amendment. If the additional work can be performed by SBEs, VSBEs or LSBEs that are already part of the Contractor's/Consultant's team, the SBE/VSBE/LSBE participation goals shall apply to the entire contract, including the amendment.

## **15.0 Contract Monitoring**

15.1 The prime Contractor/Consultant shall report the dollar value of payments to small businesses at project close-out. This data will be verified. Construction contractors shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Construction Contracts), and consultants shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Professional Services Contracts).

15.2 If a firm's SBE, VSBE or LSBE status changes prior to contract award, the firm will not receive SBE/VSBE/LSBE status for that City contract.

15.3 If an SBE, VSBE or LSBE firm listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan (POLB Form SBE-2C or SBE-2P) loses its SBE or VSBE status prior to contract award, the Contractor/Consultant shall replace the affected SBE/VSBE/LSBE dollar amount/percentage and shall submit for approval, a revised COLB Form SBE- or SBE- , in order to proceed with contract award.

15.4 If a firm's SBE, VSBE or LSBE status changes during the term of a contract, work performed on that contract after the firm loses its certification will continue to be credited toward meeting the SBE, VSBE or LSBE participation goal. However, the firm will not be able to receive SBE/VSBE/LSBE status on subsequent City projects unless the firm is subsequently re-certified as an SBE, VSBE or LSBE.

15.5 Substitution of any SBE, VSBE or LSBE subcontractor/subconsultant listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan must be approved by the appropriate City division director.

15.6 {For Construction Contracts only} Nothing herein shall be construed to supersede or limit the requirements for contractor substitutions provided in Section 4100 et seq. of the California Public Contract Code.

15.7 The Construction Manager, Program Manager, Business Services Manager, or their designee may conduct site visits and subcontractor/subconsultant/vendor/supplier interviews and telephone calls to verify proper and full utilization of SBEs, VSBEs and LSBEs to meet contract requirements. Prime contractors/consultants/vendors and SBEs/VSBEs/LSBEs shall fully cooperate with such monitoring.

## **16.0 Contract Compliance**

16.1 The Prime Contractor/Consultant may be considered in material breach of contract for any one or more of the following violations:

16.1.1 Failure to submit, in a timely manner, a SBE/VSBE/LSBE Monthly Utilization Report (COLB Form SBE- or SBE- );

16.1.2 Failure to correct discrepancies found on COLB Form SBE- or SBE- ;

16.1.3 Falsifying or misrepresenting any information provided to the City, including information provided on the City's online SBE/VSBE/LSBE database;

16.1.4 Substituting a SBE/VSBE/LSBE subcontractor/subconsultant without prior written City approval; and/or

16.1.5 Failure to meet the committed SBE/VSBE/LSBE participation percentage as listed on the prime's COLB Form SBE- or SBE- .

16.2 In addition to any other remedy the City may have under the Contract or by operation of law, the City, in its sole discretion, may impose any or all of the following provisions against Contractor/Consultant determined to be in breach of contract.

16.2.1 Assess the cost of the City's audit of the books and records of the Contractor/Consultant, subcontractors/subconsultants, and all other firms claiming SBE, VSBE or LSBE status, where such audit is necessary because the Contractor has failed to timely submit a required SBE, VSBE or LSBE program report;

16.2.2 Withhold payment up to ten percent of a monthly progress payment until the Contractor/Consultant is brought into compliance.

16.3 Within three business days of written notification of the intent to enforce any of the measure described above, the Contractor/Consultant may submit in writing a request for an administrative hearing conducted by the City's SBE Reconsideration Official, as defined in Section 9.0.

## **17.0 Small Business Facilitation**

17.1 To the extent practicable, the City will endeavor to disassemble larger construction and procurement projects into contract packages of \$15 million or less. This amount is estimated to be the current bonding limit of heavy construction SBEs.

17.2 The City will conduct pre-bid meetings for individual construction projects between advertisements and bid openings. These will provide opportunities to raise questions about the SBE/VSBE/LSBE Program, plans and specifications, and will also provide an opportunity for primes, subcontractors, vendors and suppliers to meet.

17.3 The City will conduct training forums for SBEs, VSBEs and LSBEs interested in providing contracting and/or consulting services to the City.

17.4 The City will conduct periodic Good Faith Effort/small business outreach training for prime contractors/consultants/vendors interested in working with the City.

17.5 The City will cooperate with other agencies in providing SBE/VSBE/LSBE contractor and consultant training.

17.6 The City will provide referral information to SBE/VSBE/LSBE contractors and consultants on available loan, insurance, and bonding programs that could assist small businesses.

17.7 The City will coordinate outreach activities with the appropriate divisions of the City of Long Beach.

17.8 The City will participate in business and vendor fairs directed at local and small businesses.

**18.0 Periodic Review**

18.1 City staff will seek periodic comments from City contractors, consultants, and small businesses on the effectiveness of the SBE/VSBE/LSBE Program.

18.2 The Program is a pilot program, and shall be in effect for one year from the date of adoption of the ordinance, unless extended by action of the City Council. As soon as practicable following the conclusion of the initial year, City staff shall report to the City Council on the effectiveness and progress of the Program. The report shall include data on contracts issued in the preceding twelve months and payments to all SBE, VSBE and LSBE contractors, consultants, vendors and suppliers. To the extent possible, the cost effectiveness of the Program, including City staff costs, will also be measured.

# **EXHIBIT B**

BIDDER'S NAME: \_\_\_\_\_

# **IMPORTANT**

## **READ CAREFULLY**

### **BEFORE MAKING OUT YOUR BID**

#### **INSTRUCTIONS TO BIDDERS**

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

**DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM.** The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

The bidder shall set forth for each item of Work, in clearly legible figures, a unit price, where applicable, and an item total for each item of Work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid, where applicable, multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than ten percent. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

The City will retain certified checks or bank drafts accompanying all Bids until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the opening of Bids. If, within 60 working days following the opening of Bids, the City

has not awarded a contract for the Work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses (see page ten, "Minimum Qualifications"). A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All Bids must be filed in the office of the City Clerk on the street level of the Long Beach City Hall at the Long Beach Civic Center, 333 West Ocean Boulevard, Long Beach, California 90802.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

CITY OF LONG BEACH STANDARD PLANS, JANUARY, 2003 Edition, referred to herein, may be inspected at the Engineering Records Section of the office of the City Engineer, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802. Copies of said Standard Plans may be purchased at that office for \$25.00.

## **NOTICE INVITING BIDS**

### **FOR THE STORM DRAIN SYSTEM MAINTENANCE AND REPAIR CONTRACT IN THE CITY OF LONG BEACH, CALIFORNIA**

**NOTICE IS HEREBY GIVEN that sealed Bids will be received at the office of the City Clerk, Plaza Level, City Hall, 333 West Ocean Boulevard, Long Beach, California, until 10:00 a.m., on August 26, 2009, at which time said Bids will be publicly opened and declared for furnishing all necessary labor, tools, materials, appliances and equipment in accordance with "Plans & Specifications No. R-6799 for the Storm Drain System Maintenance and Repair Contract in the City of Long Beach, California," on file in the office of the City Engineer of said City to which Plans and Specifications reference is hereby made for further particulars.**

**Bids are required for the entire Work described herein.**

**The Contractor shall possess a Class A contractors license at the time the Bid is submitted and such license shall remain valid for the duration of the project.**

**Please note that a separate mandatory pre-bid conference will be held on August 12, 2009, at 10:00 a.m. at City Hall, in the Department of Public Works 9<sup>th</sup> Floor Conference Room.**

**It is the policy of the City of Long Beach to encourage the participation of Disadvantaged, Minority- and Women-Owned Business Enterprises (DBEs, MBEs and WBEs) in the City's procurement process. Whenever possible, the Contractor should seek the highest level of DBE, MBE and WBE participation.**

**This project is subject to the City of Long Beach (COLB) Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE) Program, and the Local Small Business Enterprise (LSBE) Program per ordinance number 09-0005, approved on April 7, 2009. The City of Long Beach expects all Bidders to achieve the SBE/VSBE/LSBE participation goal for this project, which is twenty percent (20%), of which a minimum of ten percent (10%) must be allocated to SBE, five percent (5%) LSBE participation, and five percent (5%) VSBE participation. Award of the Contract will be conditioned on the Bidder providing documentation that it has obtained enough SBE/VSBE/LSBE participation to meet the goal or that it made adequate good faith efforts to meet the goal even though it did not obtain enough SBE/VSBE/LSBE participation to do so as specified in the Small Business Enterprise (SBE) Program Participation Instructions. The City of Long Beach is available to provide information on the program requirements, including SBE certification assistance. Please contact the Business Relations Bureau at (562) 570-6200.**

**Responses to this Notice Inviting Bids become the exclusive property of the City of Long Beach. All Bids submitted in response to this Notice Inviting Bids are a matter of public record and shall be regarded as public records. Exceptions will be**

those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets," "Confidential," or "Proprietary."

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets," "Confidential," or "Proprietary." The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

In accordance with Public Contract Code Section 6109, the Contractor is prohibited from using on the Work a subcontractor who is ineligible to work on a public works project pursuant to Labor Code Section 1777.1 or Labor Code Section 1777.7. The City will not pay for any work performed by such subcontractor and, if the City has already paid the Contractor for work performed by such subcontractor, the Contractor shall immediately repay the City.

Copies of said Plans and Specifications are downloadable from the City's Internet site at: [http://www.longbeach.gov/pw/stormwater\\_management/reports.asp](http://www.longbeach.gov/pw/stormwater_management/reports.asp) or may be obtained following publication of this notice at the Engineering Records Section of the office of the City Engineer, telephone (562) 570-6784, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802, upon payment as follows:

If the Plans and Specifications are picked up at the office of the City Engineer, Records Section, 10th Floor, City Hall, the purchase price is \$25.00 for each set, which must be paid at the time the copy is picked up.

If the Plans and Specifications are requested by mail, the purchase price is \$50.00 for each set and the request must be accompanied by a check or money order, payable to the City of Long Beach in full payment for the number of sets desired. The check shall be mailed to the Department of Public Works, Engineering Records Section, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, CA 90802. A return street address must be furnished with each request, which the purchaser agrees is sufficient to reach its destination. Shipment of the Plans and Specifications will be by United Parcel Service or by air parcel post where United Parcel Service is not available.

Please be advised that the Plans and Specifications are not to be returned to the City Engineer for refund. The above prices include sales tax and, if applicable, delivery costs.

The term of the Contract shall be from October 1, 2009 to September 30, 2012 but may be extended for up to four additional one-year terms if both the City and Contractor agree to do so. All bid prices shall be valid for the entire initial three-year term of the contract.

**Payment will be made in due course of payments by the City of Long Beach in accordance with Section 9 of the Standard Specifications.**

**Information regarding bidding procedure or requirements of the Specifications may be obtained from the City Engineer's office by telephoning (562) 570-6216.**

**In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the Plans and Specifications is available in an alternative format by request to the City Engineer or by telephoning (562) 570-6216.**

**It shall be mandatory that the Contractor to whom the contract is awarded, along with its subcontractors, pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Please refer to California DIR's website, [www.dir.ca.gov/dlse](http://www.dir.ca.gov/dlse), for such prevailing wages and additional information.**

**Each Bid shall be accompanied by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than ten percent, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the City Engineer, within 15 calendar days after such contract is tendered, a contract for furnishing all the necessary labor, tools, materials, appliances, and equipment for, and doing the Work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than 100 percent for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount of not less than 100 percent for the payment of all labor and material claims.**

**If the bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within 15 calendar days after the contract is tendered to the bidder for signature, the City may, in its sole discretion, declare the Bid security to be forfeited, and the money or bond for the Bid security shall be deposited into the City Treasury.**

**Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract between the successful bidder and the City has been executed.**

**In the event the contract to be awarded hereunder, including Specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the Contractor may deposit with the City as a substitute for said monies, securities listed in Section**

16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution within 5 working days after award of the Contract and bears all expenses in connection therewith. The Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Engineer reserves the right, in his discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

(SEAL)

/s/ LARRY G. HERRERA  
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

DATE

/s/ PATRICK H. WEST  
CITY MANAGER

BIDDER'S NAME: \_\_\_\_\_

**BID FOR THE  
ANNUAL CONTRACT FOR MUNICIPAL SEPARATE STORM DRAIN SYTEM  
MAINTENANCE AND REPAIR SERVICES  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on August 26, 2009, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6799 at the following prices:

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1.	Maintenance of all City-owned Storm Drain Pump Stations	23	LS	N/A	
1A.	Maintenance of all City-owned Storm Drain Pump Stations with Trash Netting Systems	7	LS	N/A	
2.	Maintenance of all City-owned Open Storm Drain Channels	5.5 mi	LS	N/A	
3.	Maintenance of all City-owned VSS Units	3	LS	N/A	
4.	Maintenance of all City-owned Catch Basins	3,800	Ea		
5.	Maintenance of all City-owned Beach Outfall Structures	5	LS	N/A	
6.	Inspection of 1/5 <sup>th</sup> Storm Drain System Pipes	184,272	LF		
7.	Item Retrieval from Catch				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	Basins and Manholes	20	Ea		
8.	Owner's Contingency for Additional Work	N/A	N/A	N/A	\$300,000
<b>TOTAL AMOUNT BID</b>					

Where did your company first hear about this City of Long Beach Public Works project?

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**Note: All bid prices shall be valid for the entire initial three-year term of the contract.**

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

State of California }  
County of \_\_\_\_\_ } ss.

(1) \_\_\_\_\_, being first duly sworn, deposes and says that he or she is (2) \_\_\_\_\_ of (3) \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_.

Notary Seal

(5) \_\_\_\_\_

- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes / No  
(Please check one or both, if applicable). (Circle One)

Woman-Owned \_\_\_\_\_  
Minority-Owned \_\_\_\_\_ Which Racial Minority? \_\_\_\_\_

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No.   1     2     3     4     5     6    
(Initial above all appropriate numbers)

Respectfully submitted,

\_\_\_\_\_ By \_\_\_\_\_  
Legal Name of Company Signature

\_\_\_\_\_ Individual \_\_\_\_\_ Print Name / Title

\_\_\_\_\_ Joint Venture \_\_\_\_\_

\_\_\_\_\_ Partnership (General) \_\_\_\_\_ Names of Other General Partners

\_\_\_\_\_ Partnership (Limited) \_\_\_\_\_ Names of Other Partners

\_\_\_\_\_ Limited Liability Company \_\_\_\_\_

\_\_\_\_\_ Corporation Incorporated Under the Laws of the State of \_\_\_\_\_

Business Address \_\_\_\_\_  
(Actual Address - Do NOT list a post office box)

Business Telephone ( ) \_\_\_\_\_ Fax Telephone ( ) \_\_\_\_\_

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class \_\_\_\_\_ license, Number \_\_\_\_\_; license termination date is \_\_\_\_\_.

Contractor's Employer Identification Number or Social Security # is \_\_\_\_\_.

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number \_\_\_\_\_; license termination date is \_\_\_\_\_.

Address listed on license \_\_\_\_\_  
(If different from business address listed above)

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with its principal place of business in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of

Dollars (\$ \_\_\_\_\_ )

lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
\_\_\_\_\_

Surety

The bond shall be signed by both parties and all signatures shall be notarized.

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____

\*\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.



# COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN

## SECTION 1

Project Name:		Date:	
Prime Vendor:		Prime Contract \$ Amount:	

Estimated \$ Value of Prime's Participation:		Estimated % of Prime's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Prime Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

## SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or "LSBE"	Indicate if 1st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>

Completed by: Prime Consultant Contact (please print or type) \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Email \_\_\_\_\_



# COLB FORM SBE-4P: SBE/VSBE/LSBE SUBSTITUTION/CHANGE FORM FOR CONTRACTS

**INSTRUCTIONS:** Prime Vendor completes Sections 1 and 2, and Section 3 if applicable, and submits form to the City of Long Beach Business Relations Manager (BRM). City BRM completes Section 4 and submits form to SBE Administrator to complete Section 5.

### Section 1: General Contract Information to be completed by Prime Consultant

Name of Prime Consultant:			
Contract Description: (from Section A, #2 of POLB Form SBE 3-P: SBE/VSBE/LSBE/LSBE Monthly Utilization Report - MUR):			
Contract #:		Prime Contract Value:	
SBE/VSBE/LSBE Participation Goal Established by City: (if applicable)		VSBE Portion of Combined Goal:	
SBE/VSBE/LSBE Participation Goal Commitment by Prime:		VSBE Portion of Committed Goal:	

### Section 2: SBE/VSBE/LSBE Substitution/Addition Information: SBE/VSBE/LSBE To Be Added To be completed by Prime Consultant

Name of SBE/VSBE/LSBE:		Scope of Work:	
Type of Firm (check one):	<input type="checkbox"/> Professional Services Firm	Other (list): _____	
SBE/VSBE/LSBE Contract Value:		% of Prime Contract Value:	
Reason for Addition to Project (check one):	<input type="checkbox"/> New SBE/VSBE/LSBE	<input type="checkbox"/> Replacing Existing SBE/VSBE/LSBE	<input type="checkbox"/> Replacing Other Existing Firm (non-SBE/VSBE/LSBE)
Other/Additional Information:			

Is the added SBE/VSBE/LSBE a substitution for an existing SBE/VSBE/LSBE? YES \_\_\_\_\_ NO \_\_\_\_ If YES, complete Section 3. If NO, proceed to Section 4.

### Section 3: SBE/VSBE/LSBE Substitution Information: SBE/VSBE/LSBE To Be Removed To be completed by Prime Consultant

Name of SBE/VSBE/LSBE:		Scope of Work:	
Type of Firm (check one):	<input type="checkbox"/> Professional Services Firm	Other (list): _____	
SBE/VSBE/LSBE Contract Value:		% of Prime Contract Value:	
Reason for Substitution:			

### Section 4: POLB Program Management Division - Substitution Approvals To be completed by Program Mgmt Division

Program Manager:		Signature:		Date:	
Division Manager:		Signature:		Date:	

### Section 5: POLB SBE/VSBE/LSBE Program - Substitution Approvals To be completed by SBE Administrator

Is new SBE/VSBE/LSBE certified on <i>The City's database</i> and eligible for appropriate SBE/VSBE/LSBE status?		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Comments/Additional Instructions:					
Verified by:	Erik Sund, SBE Administrator	Signature:		Date:	

**ATTACHMENT C**

SBE Administrator will return a signed copy of the completed form to the Program Manager.