

STAFF REPORT



ITEM NO. 16

CITY OF OCEANSIDE

DATE: June 20, 2007

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE ANNUAL CITYWIDE STORM DRAIN INSPECTION AND CLEANING PROGRAM**

SYNOPSIS

Staff recommends that the City Council approve a three-year Professional Services Agreement with United Storm Water, Inc., of the City of Industry in the amount of \$135,160 per year to conduct the annual Citywide Storm Drain Inspection and Cleaning Program, and authorize the City Manager to execute the agreement.

BACKGROUND

The National Pollutant Discharge Elimination System and the Regional Water Quality Control Board require the City to inspect and clean all storm drain inlets and catch basins each year. The annual Citywide Storm Drain Inspection and Cleaning Program inspects and cleans all trash and debris from catch basins, curb inlets and curb outlet structures within the City limits. Inspections consist of a visual assessment of the type and quantity of trash and debris removed from each facility, the condition of the basin and adjoining facilities, and noting of any structural/maintenance deficiencies such as holes, cracks, exposed reinforcing bars and missing protection bars or grating. Cleaning consists of removing trash and debris from the storm water facility by air vacuum excavation.

ANALYSIS

In April, the City solicited proposals from qualified private companies to perform the drain cleaning and inspection program. Seven (7) companies responded to our request for proposals. Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the only deciding factor. Exhibit A lists the seven companies with their bid amounts. Staff ranked United Storm Water first and they were also the low bidder.

United Storm Water has provided the drain cleaning and inspection services to the City for the last four years and cleaned 3,500 catch basins and curb inlets of more than 78 tons of

trash and pollutants last year that would otherwise have washed into the City's streams and beaches.

The agreement is for a term of three years commencing on June 1, 2007, and ending September 30, 2009, and will allow the City to meet its regulatory requirements. There are no early termination clauses for the Contractor.

FISCAL IMPACT

The cost of the agreement is \$135,160 per year. Sufficient funds are available in the Street Maintenance Fund No. 213.416021.5241 of the City's operating budget.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a three-year Professional Services Agreement with United Storm Water, Inc., of the City of Industry in the amount of \$135,160 per year to conduct the annual Citywide Storm Drain Inspection and Cleaning Program, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

for 

H. Kiel Koger
Maintenance and Operations Manager



Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Paul Bussey, Interim Financial Services Director







Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: ANNUAL CITYWIDE STORM DRAIN INSPECTION AND
CLEANING PROGRAM
731.416021**

THIS AGREEMENT is made and entered into this 17th day of May, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and United Storm Water, Inc., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work per the project specifications at the prices stated as set forth in Exhibit "A", "B" and "C" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Public Works Director. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Public Works Director. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and contractors performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general

**ANNUAL CITYWIDE STORM DRAIN INSPECTION
AND CLEANING PROGRAM (731.416021)**

liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner

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AND CLEANING PROGRAM (731.416021)**

of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Omitted.
6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or

**ANNUAL CITYWIDE STORM DRAIN INSPECTION
AND CLEANING PROGRAM (731.416021)**

subsequent declaration by the CONTRACTOR.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$135,160 per year for three (3) consecutive years.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the Public Works Director. CONTRACTOR shall obtain approval by the Public Works Director prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Project Manager between June 1, 2007 and September 30, 2007, June 1, 2008 and September 30, 2008, and June 1, 2009 and September 30, 2009.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

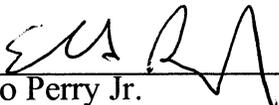
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

**ANNUAL CITYWIDE STORM DRAIN INSPECTION
AND CLEANING PROGRAM (731.416021)**

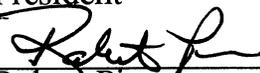
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 17th day of May, 2007.

United Storm Water, Inc

CITY OF OCEANSIDE

By: 
Eduardo Perry Jr.
President

By: _____
Peter Weiss, Interim City Manager

By: 
Robert Pina
Secretary

APPROVED AS TO FORM:

City Attorney

95-4742126
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL – PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

On May 17, 2007 before me, Lillian Valdivieso/Notary Public

Personally appeared Eduardo C. Perry, Jr.
NAME OF SIGNER(S)

Personally known to me - or- Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lillian Valdivieso

(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL/OWNER
President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

- CITY WIDE STORM DRAIN INSPECTION (731.416021)
TITLE OR TYPE OF DOCUMENT
- _____
- NUMBER OF PAGES
- _____
- DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)

UNITED STORM WATER, INC.

CALIFORNIA ALL – PURPOSE ACKNOWLEDGEMENT

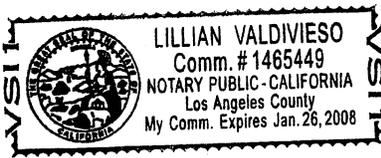
State of California

County of Los Angeles

On May 17, 2007 before me, Lillian Valdivieso/Notary Public

Personally appeared Robert Pina
NAME OF SIGNER(S)

Personally known to me - or - Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lillian Valdivieso

(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL/OWNER		
<input type="checkbox"/> CORPORATE OFFICER		
<input type="checkbox"/> SECRETARY/TREASURE		<u>CITY WIDE STORM DRAIN INPSPECTION (731.416021)</u>
TITLE(S)		TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED		
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL		
<input type="checkbox"/> TRUSTEE(S)		<u>NUMBER OF PAGES</u>
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER: _____		<u>DATE OF DOCUMENT</u>

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)

UNITED STORM WATER, INC

EXHIBIT A

SPECIFICATIONS FOR ANNUAL CITYWIDE STORM DRAIN FACILITY INSPECTION & CLEANING PROGRAM 731.416160

I. GENERAL CONDITIONS

A. SCOPE

The work consists of inspecting and cleaning of all trash and debris from various storm water catch basins, curb inlets, and curb outlet structures within the City of Oceanside as specified herein. The CONTRACTOR shall provide all equipment, labor and materials necessary for the completion of this work according to following specifications.

B. LOCATIONS

Drains to be cleaned are all located in the CITY OF OCEANSIDE as shown on the Storm Drain Index Maps. The Project Manager may add locations not included on the maps.

C. QUALITY OF WORK

All work shall be performed in a timely manner in accordance with the best practices. The Project Manager shall periodically inspect all operations and approve or reject the work performed and methods used.

D. CONTRACTOR'S RESPONSIBILITIES

1. Local Office

The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

2. Compliance with the Law

The CONTRACTOR agrees that performance under the contract shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

EXHIBIT A

3. Subcontractors

Subcontractors shall not be allowed under the terms and conditions of the contract. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

4. Equal Employment Opportunity

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

5. Personnel

The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this contract during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this contract with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the contract a minimum of two times each week.

EXHIBIT A

6. Safety Requirements

All work under contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

7. Hazardous Conditions

The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

E. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein within 30 days from the start of the contract, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in contract price; or
2. Have such required work done by CITY forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

Such adjustments may be estimated cost for performance by CITY forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

See General Provisions for termination of contract.

Those discrepancies and deficiencies in the work that remain uncorrected may be the necessary justification for a billing adjustment in the month following the occurrence. Billing adjustments for this unsatisfactory service shall be permanent retention of 100% of the estimated cost for work that is incomplete or deficient as stated herein.

F. PAYMENTS WITHHELD

The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed.
2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such

EXHIBIT A

claims.

3. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

G. MINOR MODIFICATIONS

The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

H. INSPECTION

The Project Manager shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.

I. CONDUCT OF OPERATIONS

1. Cooperation with Others

The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

2. Supervision

The CONTRACTOR shall have a qualified supervisor present at the work site at all times when work is being performed.

3. Preservation of Property

The CONTRACTOR shall carefully protect from damage and be responsible for protection of all property. CONTRACTOR shall be liable for and will be required to repair any and all damages caused by work operations to property. All damaged property shall be replaced or restored to its original condition to the satisfaction of the Project Manager and the City.

4. Starting of Work

The CONTRACTOR shall notify the Project Manager two (2) working days in

EXHIBIT A

advance before starting the work required by the contract. CONTRACTOR shall make daily telephone contact with the Project Manager prior to starting work and advise the Project Manager of the daily work schedule.

5. Discontinuance of Work

If the CONTRACTOR, after having officially started said contract, should discontinue work for any cause, he shall notify the Project Manager of the intent to do so, and shall further notify the Project Manager the date of restarting operations in accordance with Paragraph 4 above.

6. Satisfactory Completion of Work

All work shall be completed under the supervision of and to the satisfaction of the Project Manager and to his/her satisfaction.

7. Work Area

All public street rights-of-way in the area of the CITY OF OCEANSIDE, as indicated and described on the City of Oceanside Storm Drain Index maps, except as may otherwise be noted in the specifications.

8. Termination of Contract

In the event the CONTRACTOR fails to meet the specifications of this contract for a period of five (5) consecutive days, the CITY may at its option terminate the balance of this contract, provided that the CONTRACTOR has had written notice of his failure to perform satisfactorily. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice.

9. Restricted Work Hours

No work shall be performed on residential streets prior to 7:00 a.m. and later than 5:00 p.m. No work shall be performed on arterial streets prior to 9:00 a.m. and no later than 3:00 p.m. All work shall be consistent with the Noise Ordinance as identified in Oceanside City Code. Work shall be performed Monday through Friday only.

EXHIBIT B

II. PROJECT SPECIFICATIONS

CATCH BASIN, CURB INLET OR CURB OUTLET STRUCTURE INSPECTION AND CLEANING PROGRAM (BID ITEMS 1, 2)

The work plan shall provide for the systematic inspection and cleaning, if necessary, of all catch basins, curb inlets and/or curb outlet structures within the City of Oceanside rights of way (e.g., streets and City facilities and/or easements as appropriate). More specifically, the program is broken down into two areas, one shall have all facilities inspected and cleaned and the second area shall be inspected and cleaned as necessary. A rough approximation of the number of catch basin and curb inlets citywide, with access by grate or manhole, is 3,500+. An accurate estimate of the number of curb outlet structures is not available.

Payment for all work under this program shall be as shown on the bid proposal sheet and shall include all inspection and cleaning work, traffic control, carrying out a work safety and confined entry programs and policies, mobilization and demobilization, overhead and profit, disposal fees as prescribed in the bid proposal, coordination and reporting efforts, any and all other incidental expenses, and other items of work as prescribed below and in these contract documents and no additional compensation shall therefore be allowed.

Area One Inspection and Cleaning:

Area One incorporates all of the Townsite, South Oceanside Neighborhoods, and portions of East Side Capistrano and Loma Alta Neighborhoods. Alternatively, Area One includes everything west of I-5, and is bordered by Camp Pendleton on the north, Oceanside Boulevard on the south, and Canyon Drive/San Simeon Street on the east. A graphic depiction of the area is shown on Exhibit A, which is attached to these contract documents and incorporated by reference. All catch basins, curb inlets and/or curb outlet structures within the City of Oceanside right-of-ways within this area shall be inspected and cleaned annually by a vactor truck and/or by manual means between the dates of 6-1-2007 and 9-30-2007, 6-1-2008 and 9-30-2008, and 6-1-2009 and 9-30-2009. Cleaning shall remove any and all trash and debris from the basin, inlet or outlet.

Area Two Inspection and Cleaning As Necessary:

Area Two is defined as the entire City excluding Area One defined above. Within this area all catch basins, curb inlets and/or curb outlet structures within the City of Oceanside rights of ways shall be inspected annually and cleaned, as necessary, between the dates of 6-1-2007 and 9-30-2007, 6-1-2008 and 9-30-2008, and 6-1-2009 and 9-30-2009. Necessary cleaning is defined as the removal of any and all trash and accumulated solids cumulatively weighing more than one pound.

Inspection Defined: The CONTRACTOR shall visually inspect all catch basins/curb

EXHIBIT B

inlets or outlets and complete an inspection sheet, which identifies the location of the particular facility by the City's Storm Drain Index Maps alphanumeric numbering system and by street name and address. The inspection sheet to be utilized is attached to these contract documents as Exhibit B. The CONTRACTOR shall note any structural visible deficiencies and shall note the presence and determine the approximate quantity of all organic or non-organic objects contained, and visible, within the catch basin, curb inlet or curb outlet structure. The method of identifying whether the facility shall be cleaned (e.g., green dot in the basin) shall be in a manner acceptable to the City's Project Manager.

Cleaning Defined: When organic or non-organic objects are present to warrant cleaning. The CONTRACTOR shall utilize a vactor truck of sufficient size and power to thoroughly clean the catch basin, curb inlet or outlet structure of all accumulated trash and debris. In the event the vactor truck is unable to remove all trash or debris, the CONTRACTOR shall than employ manual methods of removal.

Equipment and Traffic Control:

The CONTRACTOR shall carry out all cleaning operations with a vactor truck of suitable size and power for the work as determined by the Engineer or his designee. All equipment utilized in carrying out the work shall comply with the Standard Specifications for Public Works Construction. Traffic control employed by the CONTRACTOR shall comply with the latest editions of the Standard Specifications for Public Works Construction and/or the California Department of Transportation (CALTRANS) specifications. In general, the vactor equipment shall have a flashing arrow board attached directly to it or the CONTRACTOR shall provide stand-alone flashing arrow board to trail the vactor truck and provide all traffic control in a safe and efficient manner.

Confined Space Entry Program and Work Safety:

The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program in accordance with Sections 5156, 5157 and 5157 of Title 8 of the California Code of Regulations. All work shall be carried out in safe and efficient manner and comply with the latest Cal OSHA rules and regulations and work safety as prescribed in the Standard Specifications for Public Works Construction, latest edition.

Coordination and Reporting:

The CONTRACTOR shall coordinate the scheduling of all operations with the City's street maintenance section as prescribed in the General Provisions. In addition, the CONTRACTOR

EXHIBIT B

shall complete and submit all Storm Water Inspection and Cleaning Sheets (see attached Exhibit B) at the end of each week and shall report any errors and discrepancies in the City's Storm Drain Index Maps, compared to the actual conditions encountered in the field, to the City's Project Manager. The CONTRACTOR shall submit a final report upon completing the project which includes the total quantity of material removed, analysis of material removed, total number of structures inspected and cleaned, and computer based spreadsheet program containing this information. The final invoice will not be paid until the final report is accepted by the Project Manager.

STORM DRAIN MARKERS (BID ITEM 3)

Storm drain markers shall be placed on all storm drains, catch basins and curb inlets where currently not present or have faded, been destroyed or previously removed. Storm drain markers will be provided by the City of Oceanside. A rough approximation of the number of storm drains requiring a marker is 1,000.

The contractor shall install the drain markers on concrete at the center of the existing storm drain approximately 4 inches from the edge nearest the curb by using a polyurethane based elastomeric adhesive (SikaFlex). The concrete surface shall be flat, dry and free of dirt or any loose impediments. The adhesive shall be applied about 1/8" from the outer edge of the marker and thorough coat the marker so the entire edge is sealed upon placement.

Payment for Storm Drain Markers shall be based on the actual quantity, Each (EA), and shall include full compensation for all labor, adhesive, materials, equipment, removal of old markers, cleaning of storm drain surface, installation of markers and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

**EXHIBIT C
UNIT PRICES**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1.	Catch basin, Curb Inlet and Curb Outlet Structure Inspection and Cleaning for Area 1 *	LUMP SUM	<u>\$39,160</u>	<u>\$39,160</u>
2.	Catch Basin, Curb Inlet and Curb Outlet Structure Inspection and Cleaning for Area 2 *	LUMP SUM	<u>\$96,000</u>	<u>\$96,000</u>
<p>*The Contractor shall be responsible for and bear all costs associated with disposal of trash and debris collected during the work under this contract, by mechanical or manual means, in a legal and proper manner.</p>				
3.	Storm Drain Markers	1000 EA	<u>\$0</u>	<u>\$0</u>
Total Contract Amount (Per Year):		\$	<u>\$135,160</u>	