CITY OF PACIFIC GROVE REQUEST FOR PROPOSALS
STORMWATER SYSTEM MASTER PLAN

CONTACT PERSON:
Milas Smith, Deputy Director of Public Works
PHONE: (831) 648-3188
EMAIL: msmith@cityofpg.org

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<tr>
<th>RFP ISSUE DATE</th>
<th>February 8, 2020</th>
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<tr>
<td>PROPOSAL DUE DATE &amp; TIME</td>
<td>March 13th, 2020, 2 PM.</td>
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| SUBMITTAL LOCATION: | City Clerk's Office
                      | City of Pacific Grove
                      | 300 Forest Avenue
                      | Pacific Grove, California 93950 |

LATE PROPOSALS WILL NOT BE ACCEPTED.
INTRODUCTION
The City of Pacific Grove is seeking proposals from qualified firms to prepare a comprehensive Stormwater System Master Plan (SWSMP).

The SWSMP represents the breadth and scope of the activities that are required to minimize the pollutants that reach Monterey Bay and maximize stormwater, trash capture, and increase stormwater diversion for treatment and reuse. The City of Pacific Grove is required to comply with State Water Board Order No. 2013-0001-DWQ as well as all subsequent revisions and mandates, i.e., Trash Amendments, Post Construction Requirements, CA Ocean Plan and the Pacific Grove Area of Special Biological Significance (ASBS) Comp Plan as they relate to stormwater quality.

BACKGROUND
The City of Pacific Grove is located on the tip of the Monterey Peninsula on the Central California Coast. The City is bound on the north by Monterey Bay which, includes the Pacific Grove ASBS on the east by the City of Monterey, on the south by the unincorporated Pebble Beach community and the Del Monte Forest, and on the west by the Pacific Ocean. The City is approximately 2.9 square miles in area, with a population of approximately 15,500 residents.

The City has a mild climate with an average temperature of 57 degrees Fahrenheit and an average annual rainfall of 19 inches.

The City’s existing stormwater infrastructure includes a Wet-Dry Weather Stormwater Capture and diversion system which directs stormwater to the sewer system for treatment and reuse.

The City owns and operates the wastewater collection system consisting of approximately 58 miles of pipelines, 900 manholes, and 7 pump stations (see existing sewer system map below). Two pump stations serving the City are owned by the Monterey One Water (M1W). The collected wastewater is conveyed for treatment to the M1W Regional Treatment Plant north of the City of Marina by an interceptor pipeline that is located along the coast of the cities of Pacific Grove, Monterey, Seaside, and Marina. M1W’s treated wastewater is recycled for reuse by agricultural irrigators through the Monterey County Water Resources Agency’s Castroville Seawater Intrusion Project (CSIP).

The City of Pacific Grove contracts with M1W for operational support, including pump station maintenance and the grease control program. The M1W collects sewer fees for the City through its billing system for the regional wastewater treatment plant and operations.
SCOPE OF WORK
Proposals shall be based on the following scope.

Task 1 – Conduct the necessary site visits, gather new and existing data to develop a comprehensive Storm Water System Master Plan
The development of the Stormwater System Master Plan will require the Consultant to develop a thorough understanding of the existing stormwater system, including the operation and maintenance practices. The Consultant shall review and evaluate available City data and information in the field in written and electronic format, which includes, at a minimum, the below items.

- Record drawings
- Previous drainage or watershed studies
- Sewer System Master Plan
- Existing Sewer System maps and studies
- Existing Stormwater maps and studies
- CDS and Lift/Pump Stations operating and maintenance records
- Hydrologic and environmental data including Cloud-Based platforms, i.e., SWTELR module
- City’s stormwater Phase II, regulatory requirements, amendments, and provisions
- City’s General Plan
- Other available records and data as necessary to develop the SWSMP
- RWQCB Annual Stormwater Reports
- Conduct site visits to ground truth stormwater system information/infrastructure
- Interview City staff to gather stormwater system history, operations, and maintenance activities and transfer all tacit knowledge into the Cities online platform
- Ensure information data review, system, and information gathering prepares the SWSMP to address, at a minimum:
  - Adequate capacity to convey peak stormwater flows
  - Eliminates stormwater discharges to the ASBS
  - Addresses and identifies Storm water capture and diversion opportunities
  - Addresses the impact of the stormwater system on the sewer collection system
  - Reviews Track 1 designation, associated data, maps of watershed drainage accuracy and assess for future projects needed for compliance
  - Avoids redundancies within the Capital Improvement Plans 2019/2020/2021
  - Complete and accurate existing storm drain pipe size, age, location(s), and materials

Deliverables
- List of all City information and available data gathered, reviewed, and location of materials in an electronic Word file
- A detailed draft technical memo for City review in electronic Word and PDF formats
- Provide a complete Stormwater System Management Plan to properly manage, operate, and maintain all parts of the existing and proposed (identified gaps) future stormwater collection system
Task 2– Provide a complete inventory of the City’s stormwater system drainage assets
The Consultant shall conduct a GIS inventory of the City’s storm drain assets (known, unknown, and discovered) and update the existing database(s). The GIS database includes information on the storm drain pipe size, age, locations, and materials. However, the information on the storm drain system is not complete. The consultant shall update the database(s) and address these information gaps by reviewing record drawings and other City information mentioned above in Task 1.

- Collect GIS inventory of the City’s storm drain assets, upload and update to software platforms, i.e., SWTELR module
- Acquire all information required for updating/completing the City’s existing GIS storm drain database

Deliverables
- A detailed draft technical memo for City review in electronic Word and PDF formats
- Update the existing GIS database(s) with the location and acquired storm system asset attributes. The data collection format shall be compatible with the City’s existing GIS configuration. The database(s) to be updated at a minimum shall include:
  - Storm Drains
  - Pump/Lift Stations
  - Manholes
  - Inlets
  - Outlets
  - CDS Units
  - Urban Diversion System
  - Watershed delineations
  - Identified gaps
  - Proposed system additions, deletions, improvements

Task 3 – Update hydraulic modeling of the City’s stormwater system to evaluate the stormwater capacity and future opportunities
The Consultant shall provide a recommendation on the improvements to hydraulic modeling. The goal of this task is to have a working model that City staff can use on a regular basis to run scenarios as needed. The model will be able to estimate direct runoff and peak stormwater flow rates and volumes from precipitation data. The model shall assess current and future stormwater capacities. The Consultant shall review, update, and ensure the Cities software platform(s) are complete and accurate.

Deliverables
- Cities existing SaaS platform is working, updated, complete, and accurate
- A detailed draft technical memo of all updates for City review in electronic Word and PDF formats
Task 4 – Complete a system-wide condition and compliance assessment
As part of this system-wide condition and compliance assessment, the Consultant shall evaluate the integrity of the system based on the size, pipe material, and age of the distribution system. The assessment shall use non-disruptive technologies. Based on the findings, the assessment shall recommend improvements as part of the long-term repair, replace, and maintenance plan.

Deliverables
- A detailed draft technical memo for system wide condition for City review in electronic Word and PDF formats
- Confirm the treatment capacity, model, size of all CDS, urban diversion, and lift/pump stations
- Options and methods for alternative compliance of Post Construction Requirements of the Central Coast RWQCB Phase II permit

Task 5 – Stormwater Capital Improvements
The Consultant shall identify and prioritize capital improvements based on all information gathered in the building/completing of the SWSMP. The Consultant shall develop projects to rehabilitate the existing stormwater system to meet current and future capacities.

Capital Projects – The Consultant shall develop design criteria for the stormwater system that accounts for capacity requirements, regulatory requirements, and system vulnerabilities (storm surge). Improvement projects shall be presented for the 1-year, 5-year, 10-year, and 20-year planning horizons and categorized as a low, medium, high or urgent priority. At a minimum, the document shall include the following sections:
- Detailed descriptions of the recommended capital improvement projects that provide sufficient detail to develop planning-level costs
- The project schedule for implementation over a 20 year planning period
- Planning level cost estimates for each of the recommended projects that are time adjusted and based on the recommended implementation schedule
- Detailed coordination other City Planning documents, i.e., Shoreline Management Plan
- Evaluation of capital project needs to provide the hydraulic capacity of key stormwater infrastructure assure alignment with sewer system elements under peak wet weather flow conditions
- Identify appropriate phasing for all identified project implementation
- Preparation of a stormwater capture system capital projects list with implementation timeline
- Prepare preliminary cost estimates of a ten-year stormwater capital improvement program that will be capable of at a minimum of capturing and diverting stormwater for treatment and reuse
- Coordinate with City staff to present SWMP and Capital Improvement Program for City Council approval
- Included green infrastructure options
Deliverables
● A detailed draft technical memo for City review in electronic Word and PDF formats
● PowerPoint presentation and delivery to City Council

Task 6 – Operational and Maintenance
The Consultant shall review the City’s storm drain maintenance records, existing maintenance program, and system configuration. The Consultant shall recommend maintenance activities based on the City’s records, system deficiencies, maintenance needs, and the results of the system-wide condition assessment.

The consultant shall prepare an Operational and Maintenance Manual (O&M) for the City staff. The O&M shall be eight (4) hard copies and an electronic Word and PDF document that is searchable and linked to pertinent sections and that allows staff to make updates and modifications. At a minimum, the document shall include the following sections:
● Detailed descriptions of the recommended maintenance and operation
● Responsibilities of personnel
● Training requirements
● Regulatory agency(s) and regulations
● Maintenance programs
● Records and reports

Deliverables
● A detailed draft technical memo for City review in electronic Word and PDF formats
● Eight (4) hard copies and electronic Word and PDF formats of final O&M Manual

Task 7 – Stormwater Staffing Level Assessment
The Consultant shall conduct a comprehensive analysis of the City’s current operations, standards and practices, services, and organizational structure and assess the staffing level needs required for the City to provide safe and efficient services. The Consultant shall conduct interviews of City staff to identify the services provided and to assess the staffing level needs.

The Consultant shall review the City’s ability to effectively conduct the following functions:
● Provide an efficient operation of the stormwater system
● Implement a proactive maintenance program
● Respond effectively to work orders and system failures
● Comply with State and Regional Water Quality Board Phase II Permit requirements and associated non-funded mandates, i.e., trash amendment

Deliverables
● A detailed draft technical memo for City review in electronic Word and PDF formats
Task 8 – Stormwater Funding Assessment
The Consultant shall provide funding requirements to address the proposed SWSMP, Capital Improvements and complete Operations and Maintenance recommendations. The Consultant shall analyze the City’s stormwater finances, describe current funding sources, describe the projected funding requirements, and propose projected funding sources and strategies. Online the necessary steps to the creation of a storm water funding source.

Deliverables
● A detailed draft technical memo for City review in electronic Word and PDF formats

Task 9 – Development of Stormwater System Master Plan
Following the work completed in the previous tasks, the Consultant shall prepare the Stormwater Master Plan for the City. The Plan shall be a guiding document and direct the City to improve the existing infrastructure, address system deficiencies, and improve the overall reliability of the system to meet current and future needs. At a minimum, the Plan shall include the technical memos developed under all tasks.

Deliverables
● Two (2) hardcopies and the Word files of a draft Plan
● Two (2) bounded hardcopies the Final Plan and the electronic Word files, which addresses all of the City’s comments

Task 10 – Project Management
The development of the Plan will require that the Consultant provide the necessary project management leadership to meet the scope of work and keep the project on schedule. The Consultant shall be responsible for setting agendas, preparing project meetings and minutes, providing updates, and scheduling interviews, and giving presentations to City staff and City Council, if needed. Coordination with City entities and other groups will be critical to the development of the Plan. The Consultant shall be responsible for arranging the following:
● Project kick-off meeting, progress meeting agendas and minutes
● Presentations to City staff, commissions, and the City Council, if needed
● Meeting with Planning staff to discuss the City’s General Plan Update, which shall provide the basis for the City growth projections

Deliverables
● Meeting agenda reports

PROJECT SCHEDULE
The project is on a fast-track schedule. The following is the City schedule:

- Award Contract: May 2020
- Draft SWCSMP: September 2020
- Final SWCSMP: October 2020
PROPOSAL REQUIREMENTS
Proposals shall contain the following items:

1. Introductory Letter:
The introductory letter shall be addressed to Milas Smith, Deputy Director of Public Works. The letter shall provide the Consultant’s contact information, list any sub-consultants, and identify the offices where work will be conducted. The letter shall indicate proposed deviations and modifications, if any, to the Agreement for Professional Services contained in Attachment 1, with supporting rationale.

2. Statement of Qualifications and Experience:
The Statement of Qualifications and Experience (Statement) shall describe the Consultant’s ability and capacity for successfully completing the project. The Statement shall identify the members of the Consultant’s team and describe each member’s role and responsibilities. The Statement shall include résumés of key staff and describe previous project experience relevant to this project. The Statement should explain how previous experience will enable the Consultant to deliver high quality, cost-effective services. The Statement shall discuss the projected availability of key staff and how the Consultant will assure staff continuity and timely work performance. The Statement shall include at least three references (name and telephone number or e-mail address) for the Consultant and each sub-consultant.

3. Scope of Services:
The Scope of Services shall be a separate document formatted so that it can be attached as Exhibit A to the Agreement for Professional Services (Attachment 1) with minimal modification. The Scope of Services shall address the tasks identified in the Scope of Work section of this RFP. Other services that the consultant believes are applicable to the project may also be included.

4. Costs:
The proposal shall include a cost breakdown by task and a total budget. Include billing rates and an hourly breakdown by task for each person working on the project.

The Project Schedule shall be a separate document formatted so that it can be attached as Exhibit B to the Agreement for Professional Services (Attachment 1) with minimal modification. The Project Schedule shall be tied to the date of the execution of the contract with the Consultant, showing the anticipated completion times for each task. The project schedule should be expedited to the greatest extent possible, and also realistic. The schedule will be approved by the City as part of the contract negotiation.
PROPOSAL SUBMITTAL
1. Please submit two copies and one electronic version of the proposal. Proposals must be received in the City Clerk's office no later than Friday, March 13th, 2020, 2:00 PM.

2. All proposals shall be submitted in an envelope clearly marked with the RFP description (i.e., Stormwater System Management Plan), and closing date and time.

3. Late proposals or faxed proposals will not be accepted.

4. All proposals, whether selected or rejected, shall become the property of the City.

5. The cost of preparation of the proposal shall be borne by the submitting party.

6. Proposals shall be signed by an authorized employee in order to receive consideration.

7. Proposals shall be mailed or hand-delivered to the following address:
   
   City of Pacific Grove
   City Clerk’s Office
   c/o Milas Smith, Deputy Director Public Works
   300 Forest Avenue
   Pacific Grove, California 93950

8. The City will not be responsible for proposals delivered to a person/location other than specified above.

9. The City reserves the right to reject any and all proposals that do not comply with these submittal instructions.

SELECTION PROCESS AND EVALUATION CRITERIA
The City of Pacific Grove Public Works staff will comprise an RFP review committee to evaluate and rank the submitted written proposals based on demonstrated competence and professional qualifications for the performance of the services required.

Depending upon the relative quality of the proposals, the RFP review committee may elect to interview the two or three firms that in the opinion of the committee appear to be most capable of meeting the conditions of the project.

Based on the RFP review committee’s ranking, the Environmental Programs Manager will enter directly into contract negotiations with the highest-ranked firm. The proposed Agreement for Professional Services is contained in Attachment 1. If the Public Works Department is unable to successfully negotiate a satisfactory agreement with the highest-rank firm, Public Works may commence negotiations with the remaining firms in order of their ranking.
The final Agreement for Professional Services will be submitted to the City of Pacific Grove City Council for review and approval.

Proposals should contain information sufficient to enable the RFP review committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Proposals will be evaluated based on the following criteria:

- Understanding of project objectives
- Proposed project approach and staffing plan
- Ability to provide high-quality, cost-effective consulting services
- Comparable experience

Proposals will be scored and ranked by the RFP Review Committee as follows:

**CONTRACT**
The Consultant shall adhere to the Pacific Grove Agreement for Professional Services.

**Attachments:**
A. City of Pacific Grove Agreement for Professional Services
B. Municipal Code Chapter 9.30
C. Map of existing stormwater infrastructure
D. Map of existing sewer infrastructure
Attachments:

A. City of Pacific Grove Agreement for Professional Services
CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(OVER $35,000)

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and _________________________, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: ___________________________________________.

2. PAYMENTS BY CITY. City shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of $ _______.

3. TERM OF AGREEMENT. The term of this Agreement is from __________ to __________ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: [scope of services/payment provisions, etc.]

5. PERFORMANCE STANDARDS.
   5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

   5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

   5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

   6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each

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1 Approved by the Pacific Grove City Council on ________________.
phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR’s proportionate percentage of fault.
As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

☐ Exemption/Modification (Justification attached; subject to approval).

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products/Completed Operations, with minimum limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on
an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR’s sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

The general liability policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City’s contract administrator and City’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City’s Contract Administrator and City’s Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.
10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’s obligations under this Agreement.
10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement.
connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR’s failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City’s and CONTRACTOR’S contract administrators at the addresses listed below:

<table>
<thead>
<tr>
<th>FOR CITY:</th>
<th>FOR CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title</td>
<td>Name and Title</td>
</tr>
<tr>
<td>300 Forest Avenue</td>
<td></td>
</tr>
<tr>
<td>Pacific Grove, CA 93950</td>
<td>Address</td>
</tr>
<tr>
<td>(831) 648-</td>
<td>Phone</td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
</tbody>
</table>

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
15.07. **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.

15.11. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. **Non-exclusive Agreement.** This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. **Construction of Agreement.** The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. **Authority.** Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. **Integration.** This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18. **Severability.** If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
This space is left blank, intentionally.
IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: __________________________
    City Manager

Date: _________________________

By: __________________________
    Department Head

Date: _________________________

Approved as to Form

By: __________________________
    City Attorney

Date: _________________________

2

Approved as to Fiscal Provisions

By: __________________________
    Finance

Date: _________________________

Approved as to Liability Provisions

By: __________________________
    Risk Management

Date: _________________________

City Agreement Number: ______________________________.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

2 Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

3 Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.
B. Municipal Code Chapter 9.30
Chapter 9.30 STORM WATER MANAGEMENT AND DISCHARGE CONTROL

Sections:

Article I. Title, Purpose and General Provisions

9.30.010 Title.
9.30.020 Purpose and intent.
9.30.030 Definitions.
9.30.040 Applicability.
9.30.050 Responsibility for administration.
9.30.060 Severability.
9.30.070 Regulatory consistency.
9.30.080 Ultimate responsibility of discharger.

Article II. Discharge Prohibitions

9.30.090 Prohibition of illegal discharges.
9.30.100 Prohibition of illicit connections.
9.30.120 Discharges in violation of NPDES storm water discharge permit.

Article III. Regulations and Requirements

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9.30.140 Requirement to eliminate illegal discharges.
9.30.150 Requirement to eliminate or secure approval for illicit connections.
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Article I. Title, Purpose and General Provisions

9.30.010 Title.
This chapter shall be known as the “storm water management and discharge control ordinance” of the city of Pacific Grove and may be so cited. [Ord. 07-002 § 2, 2007].

9.30.020 Purpose and intent.
The purpose and intent of this chapter is to ensure the health, safety, and general welfare of citizens, and protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. Section 1251 et seq., as amended from time to time) by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting nonstorm water discharges to the storm drain system. This chapter shall provide a comprehensive and integrated plan to regulate urban storm water quality management and discharge control. [Ord. 07-002 § 2, 2007].

9.30.030 Definitions.
The terms used in this chapter shall have the following meanings:

“Best management practices” means activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system and waters of the United States. Best management practices include but are not limited to: treatment facilities to remove pollutants from storm water; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of nonstorm water, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants. The city may adopt and amend, from time to time, its BMP guidance series, as discussed further in PGMC 9.30.130 herein, to define specific requirements imposed in conjunction with the term “best management practices.” The term “BMP” shall have the same definition as the term “best management practices.”

“City” means the city of Pacific Grove.

“Clean Water Act” means the federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq., as it may be amended from time to time).

“Construction activity” means construction projects subject to National Pollutant Discharge Elimination System (NPDES) construction permits or industrial permits. Such construction activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

“Hazardous material” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
“Illegal discharge” means any direct or indirect nonstorm water discharge to the storm drain system, except as exempted in PGMC 9.30.090.

Illicit Connection. An “illicit connection” is defined as either of the following:

(a) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any nonstorm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

(b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system, which has not been documented in, plans, maps, or equivalent records and approved by the city.

“Industrial activity” means activities subject to NPDES industrial permits as defined in 40 CFR 122.26(b)(14), as it may be amended from time to time.

“National Pollutant Discharge Elimination System (NPDES) storm water discharge permit” means general, group, and individual storm water discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Coast Region (hereinafter, regional board) and the State Water Resources Control Board have adopted general storm water discharge permits, including but not limited to the general construction activity and general industrial activity permits.

“Nonstorm water discharge” means any discharge to the storm drain system that is not entirely composed of storm water.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

“Pollution” means the human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses.

“Public works director” means the public works director of the city shall refer to the incumbent, and shall include any delegated agent of the public works director.

“Porter-Cologne Act” means the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq., as it may be amended from time to time).

“Premises” means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

“Storm drain system” means publicly owned facilities operated by the city by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at 40 CFR 122.2, as it may be amended from time to time.

“Storm water” means any surface flow, runoff, and drainage consisting entirely of water from rain storm events.
“Waters of the United States” means surface watercourses and water bodies as defined at 40 CFR 122.2 (as it may be amended from time to time) including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons. [Ord. 09-005 § 14, 2009; Ord. 07-002 § 2, 2007].

9.30.040 Applicability.
This chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the city. [Ord. 07-002 § 2, 2007].

9.30.050 Responsibility for administration.
The public works director of the city shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the public works director may be delegated in writing by the public works director to persons or entities acting in the beneficial interest of or in the employ of the city. [Ord. 07-002 § 2, 2007].

9.30.060 Severability.
The provisions of this chapter are declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter. [Ord. 07-002 § 2, 2007].

9.30.070 Regulatory consistency.
This chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations. [Ord. 07-002 § 2, 2007].

9.30.080 Ultimate responsibility of discharger.
The standards set forth and promulgated in this chapter are minimum standards. This chapter does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants into waters of the U.S. This chapter shall not create liability on the part of the city, or any agent or employee thereof for any damages that result from discharger’s reliance on this chapter or any administrative decision made under its provisions. All persons undertaking construction activities shall employ, to the maximum extent practicable, erosion prevention and construction site management practices that ensure discharges do not cause or contribute to an exceedence of water quality standards contained in a statewide water quality control plan, the California Toxics Rule, or the Central Coast Regional Water Quality Control Board Basin Plan. [Ord. 07-002 § 2, 2007].

Article II. Discharge Prohibitions

9.30.090 Prohibition of illegal discharges.
(a) No person shall discharge or cause to be discharged into the city storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards, other than storm water.

(b) Illegal discharges are prohibited. Illegal discharges include, but are not limited to, the following list unless the discharge is permitted under a separate NPDES permit or as allowed by BMPs published or approved by the city public works department:

1. Water from the cleaning of gas stations, vehicle service garages, or other types of vehicle service facilities.

2. Water, cleansers, or solvents from the cleaning of vehicles, machinery or equipment, and other such commercial and industrial operations.

3. Water from the washing or rinsing of vehicles containing soap, detergents, solvents, or other cleaners.
(4) Water from the washing or rinsing of vehicles, with or without soap, from auto body repair shops.

(5) Water from the cleaning or rinsing of vehicle engine, undercarriage, or auto parts cleaning.

(6) Vehicle fluids.

(7) Mat wash and hood cleaning water from food service facilities.

(8) Food and kitchen cleaning water from food service facilities.

(9) Leakage from dumpsters or trash containers.

(10) Water from the cleaning or rinsing of garbage dumpster areas and areas where garbage is stored or contained.

(11) Water from pressure washing, steam cleaning, and hand scrubbing of sidewalks, gutters, plazas, alleyways, outdoor eating areas, steps, building exteriors, walls, driveways, and other outdoor surfaces.

(12) Wastewater or cleaning fluids from carpet cleaning.

(13) Swimming pool and spa water.

(14) Wash out from concrete trucks.

(15) Runoff from areas where hazardous substances, including diesel fuel, gasoline and motor oil are stored, except as allowed by Chapter 6.50 PGMC.

(16) Super-chlorinated water normally associated with the disinfection of potable water systems.

(c) The discharge of sewage or other forms of polluted water from recreational activities and from vehicles, recreational vehicles and/or boats to the city storm drain system or watercourses is an illegal discharge and is prohibited.

(d) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(1) Discharges from the following activities will not be considered a source of pollutants to the storm drain system or to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this chapter:

(A) Water line flushing;

(B) Landscape irrigation;

(C) Diverted stream flows;

(D) Rising ground waters;

(E) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(b)(20)) to separate storm sewers;

(F) Uncontaminated pumped ground water;

(G) Discharges from potable water sources;

(H) Foundation drains;

(I) Air conditioning condensation;
(J) Irrigation water;  
(K) Springs;  
(L) Water from crawl space pumps;  
(M) Footing drains;  
(N) Lawn watering;  
(O) Individual residential car washing;  
(P) Flows from riparian habitats and wetlands;  
(Q) Dechlorinated swimming pool discharges;  
(R) Flows from fire fighting activities

(2) The prohibition against illegal discharge to the storm drain system shall not apply to any nonstorm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the state of California under the authority of the Federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted by the city for any discharge to the storm drain system.

(3) Written concurrence of the regional board shall be required for the city to provide a written exemption that a nonstorm water discharge does not constitute a source of pollutants to the storm drain system or waters of the U.S. [Ord. 07-002 § 2, 2007].

9.30.100 Prohibition of illicit connections.  
Construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time the connection was first made. [Ord. 07-002 § 2, 2007].

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown or deposited, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or waters of the U.S., any pollutant, refuse, rubbish, garbage, litter, or other discarded or abandoned object, so that the same may cause or contribute to pollution. Waste deposited in proper waste receptacles for the purpose of collection is exempt from this prohibition. [Ord. 07-002 § 2, 2007].

9.30.120 Discharges in violation of NPDES storm water discharge permit.  
Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of that permit. Proof of compliance with the permit may be required in a form acceptable to the community development director or the public works director prior to, or as a condition of, a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause. [Ord. 07-002 § 2, 2007].

Article III. Regulations and Requirements

9.30.130 Requirement to prevent, control and reduce storm water pollutants.  
(a) Authorization to Adopt and Impose Best Management Practices. The city may adopt, and from time to time amend, requirements identifying best management practices for activities, operations, or facilities which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. as a separate BMP guidance series. BMP requirements may incorporate by reference best management practices
promulgated by federal, state of California, or regional agencies. Where best management practices requirements are promulgated in the BMP guidance series, each person who discharges pollutants to the storm drain system or waters of the U.S., and each person owning or operating any facility that may cause such a discharge, shall comply with those BMP requirements.

The public works director will periodically report to the city council on the status of implementation of BMPs and new BMPs that may be developed for inclusion in the BMP guidance series.

(b) Responsibility to Implement Best Management Practices. Notwithstanding the presence or absence of BMP requirements promulgated pursuant to subsection (a) of this section, each person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering storm water, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of each commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the city storm drain system and/or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the expense of the owner or operator.

(c) Construction Sites. The city’s BMP guidance series shall include best management practices to reduce pollutants in any storm water runoff from construction activities. The city may incorporate BMPs and other requirements in any land use entitlement and construction or building-related permit issued relating to such development or redevelopment. The owner and operator shall comply with the terms, provisions, and conditions of such land use entitlements and building permits and as required by this chapter.

Construction activities subject to BMP requirements shall continuously employ measures to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality, contamination, or unauthorized discharge of pollutants.

(d) New Development and Redevelopment. The city shall require appropriate best management practices (BMPs) to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as required by the NPDES permit to minimize the generation, transport and discharge of pollutants. The city shall incorporate BMP requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter and the NPDES permit as it may be amended from time to time.

These requirements may include a combination of structural and nonstructural BMP requirements to ensure the proper long-term operation and maintenance of these BMPs, including inspections and right of entry by city staff or agent to ensure compliance with the requirements of this article or to enforce any provision of this article.

(e) The provisions and requirements of this chapter shall become effective upon its adoption except that:

1. The provisions and requirements pertaining to construction sites, as described in subsection (c) of this section, and in the BMP guidance series as described in subsection (a) of this section, shall not become effective until October 1, 2007; and

2. The provisions and requirements pertaining to new development and redevelopment, as described in subsection (d) of this section, shall not become effective until March 6, 2014. [Ord. 14-001 § 1, 2014; Ord. 07-002 § 2, 2007].

9.30.140 Requirement to eliminate illegal discharges.
Notwithstanding the requirements of PGMC 9.30.200 or 9.30.220 herein, the public works director may by written notice require that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges. [Ord. 07-002 § 2, 2007].
9.30.150 Requirement to eliminate or secure approval for illicit connections.

(a) The public works director may require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of the ordinance codified in this chapter.

(b) If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request city approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense. [Ord. 07-002 § 2, 2007].

9.30.160 Requirement to protect watercourses.

Every person owning property through which a watercourse passes, or such person’s lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property. [Ord. 07-002 § 2, 2007].

9.30.170 Requirement to remediate.

Whenever the public works director finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of storm water, the storm drain system, or water of the U.S., the public works director may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of PGMC 9.30.220 through 9.30.280. [Ord. 07-002 § 2, 2007].

9.30.180 Requirement to monitor and analyze.

The public works director may require by written notice that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution, illegal discharges, and/or nonstorm water discharges to the storm drain system or waters of the U.S., to undertake, at said person’s expense, such monitoring and analyses and furnish such reports to the city as the public works director may deem necessary to determine compliance with this chapter. [Ord. 07-002 § 2, 2007].

9.30.190 Requirement to notify of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (e.g., calling "911"). In the event of a release of nonhazardous materials, said person shall notify the city’s public works department in person or by phone or facsimile no later than 4:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed, postage prepaid, to the city’s public works department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years, and shall be provided to the city public works director upon request. [Ord. 07-002 § 2, 2007].
Article IV. Inspection and Monitoring

9.30.200 Authority to inspect.
The public works director is authorized to enforce any provision of this chapter. The public works director is authorized to request entry permission to inspect premises, to facilitate reasonable inspection of facilities and property, and to inspect and copy records related to storm water compliance whenever the director has sufficient and probable cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter.

In the event the owner or occupant refuses entry, or access to records, after a request to enter and inspect has been made, the public works director is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. [Ord. 07-002 § 2, 2007].

9.30.210 Authority to sample, establish sampling devices, and test.
During any inspection as provided herein, the public works director may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. [Ord. 07-002 § 2, 2007].

Article V. Enforcement

Whenever the public works director has cause to believe a person has violated a prohibition or failed to meet a requirement of this chapter, the director shall provide written notice of the alleged violation to that person. If the location of the individual is not known, this notice shall be conspicuously posted at the site of the violation. The notice shall provide that person or property owner(s) an opportunity to be heard as to (a) why abatement of the alleged violation and/or restoration of affected property should not be required, (b) why compliance measures stated by PGMC 9.30.260 shall not apply, and/or (c) why an administrative civil penalty assessment shall not be imposed.

The notice shall set forth a deadline following such hearing within which remediation or restoration shall be completed. The notice shall advise that, should the violator fail to remediate the violation within the established deadline, the remediation work may be completed by the city or a contractor designated by the city, and the expense thereof shall be charged to the violator pursuant to PGMC 9.30.320. [Ord. 07-002 § 2, 2007].

9.30.230 Stop work order.
Whenever construction activity is being done contrary to and in violation of this chapter, the public works director may order that construction activity to stop by posting a written notice on the premises. All persons shall immediately stop such work unless or until the public works director authorizes removing the stop work order and allows construction activity to proceed. [Ord. 07-002 § 2, 2007].

In accord with the notice issued under PGMC 9.30.220, the public works director shall provide person(s) alleged to have violated a prohibition or failed to meet a requirement of this chapter with an opportunity to be heard and to controvert evidence of the violation, and/or evidence pertaining to remediation efforts or other enforcement remedies.

This proceeding may be held by the public works director, or by a delegated agent. The city shall have the burden to prove, by a preponderance of evidence, noncompliance or violation of provisions of this chapter. The decision shall be written and served upon all affected persons and/or property owners. A determination that a violation occurred shall incorporate therein an administrative compliance order, and shall state whether or not an administrative civil penalty assessment shall be assessed. [Ord. 07-002 § 2, 2007].

9.30.250 Administrative compliance – Criminal enforcement.
When supported by a preponderance of evidence adduced at the hearing held under PGMC 9.30.240 that a violation of this chapter has occurred, the public works director shall issue a written administrative compliance order.
order that specifies therein the violation(s) and compliance measures needed to abate, remedy or remediate each violation. The administrative compliance order may impose an administrative civil penalty assessment for any violation.

The public works director may also refer any violation of this chapter to the city attorney who may issue a citation to the responsible party and/or property to appear in municipal court for imposition of penalties as set forth in PGMC 1.16.010. [Ord. 07-002 § 2, 2007].

9.30.260 Compliance measures. Compliance measures imposed to abate, remedy or remediate violations of this chapter may include, but shall not be limited to one or more of the following, without limitation:

(a) Cease and desist violating discharges, practices, or operations;

(b) The elimination of illicit connections or discharges;

(c) The implementation of source control or treatment BMPs;

(d) The performance of monitoring, analyses, and reporting;

(e) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

(f) Payment of an administrative civil penalty assessment;

(g) Payment of fees to compensate remediation costs incurred by the city or its contractors;

(h) Payment of fees to compensate for administrative costs incurred by the city or its contractors relating to enforcement, monitoring or reporting; and

(i) Deposit of an undertaking, or presentation of a bond to assure completion of remediation and/or compliance efforts. [Ord. 07-002 § 2, 2007].

9.30.280 Service. All notices/orders shall be served (a) by personal service, or (b) by certified mail, with a duplicate copy sent by first class mail, postage prepaid. Any notice/order served by mail shall be deemed received for purposes of time computation hereunder, five days after the date mailed, if to an address within this state and seven days after the date mailed, if to an address outside this state. [Ord. 07-002 § 2, 2007].

9.30.290 Settlement of administrative civil penalty assessment. Upon receipt of notice of administrative civil penalty assessment, the alleged violator may request a conference with the city manager or designee. The city manager or designee may compromise or settle any unpaid administrative civil penalty assessment. A request to settle under this section shall not act as a stay, or otherwise affect the filing or processing of an appeal under PGMC 9.30.300. [Ord. 07-002 § 2, 2007].

9.30.300 Appeal. An affected party may appeal the determination of noncompliance or violation of provisions of this chapter, the administrative compliance order, and/or the administrative civil penalty assessment made pursuant to PGMC 9.30.240, or the stop work order made pursuant to PGMC 9.30.230.

The notice of appeal must be received by the city manager within 10 calendar days from the date of the violation determination, or from the date of the stop work order for an appeal of that order. The appeal shall state the name and address of the appellant, the name of any representative, the portion of the determination being appealed, the reason the determination is incorrect, and a statement as to what the correct determination should be. Failure to file such a statement within the time or manner set forth shall constitute a waiver of objection and the appeal shall be dismissed.
The city council shall convene a hearing to review the matter, and based on (a) the record of proceedings held pursuant to PGMC 9.30.240 and (b) evidence presented to the city council, the city council shall render its de novo determination on the matter(s) appealed. The city shall provide written notice of action taken on the appeal, including revisions to the administrative compliance order, as appropriate, and such action shall be final. [Ord. 07-002 § 2, 2007].

9.30.310 Abatement by city.
In circumstances where remediation work is not completed within the time limit stated by a notice issued under PGMC 9.30.220 or within the date required in the administrative compliance order, remediation work specified in the administrative compliance order may be completed by the city or a contractor designated by the city, and the expense thereof shall be charged pursuant to PGMC 9.30.320. [Ord. 07-002 § 2, 2007].

9.30.320 Charging cost of abatement/liens.
Within 30 days after abatement of the nuisance by the city, the public works director shall notify the property owner of the property of the cost of abatement, including administrative costs and attorney fees. The property owner may file a written protest objecting to the amount of the charge with the city clerk within 15 days. The city clerk shall set the matter for public hearing before the city council. The decision of the city council shall be final.

The amount due shall be paid within 10 days of the decision of the city council or the expiration of such time as the council may otherwise set for payment. Thereafter, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. The city clerk shall cause an entry to be made on the tax roll apposite the description of the property, as follows: “Abating public nuisance, $____,” filling in the amount of the expense in each particular case, and the auditor/tax collector shall cause a corresponding entry to be made on the current assessment roll for the property, and thereafter before any further payment shall be received for any tax or for the redemption of said property, the cost of abating such nuisance shall first be paid. [Ord. 07-002 § 2, 2007].

9.30.330 Urgency abatement.
The public works director is authorized to require immediate urgent abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the public works director, the city is authorized to obtain an urgent judicial abatement warrant to enable entry onto private property and any and all measures required to remediate the violation. Any relief obtained under this section shall not prevent the city from seeking other and further relief authorized under this chapter. Any expense related to such remediation undertaken by the city shall be fully reimbursed by the property owner and/or responsible party in accord with PGMC 9.30.320. [Ord. 07-002 § 2, 2007].

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. A violation of or failure to comply with any of the requirements of this chapter shall constitute a misdemeanor and shall be punished as set forth in PGMC 1.16.010. [Ord. 07-002 § 2, 2007].

In lieu of enforcement proceedings, penalties, and/or remedies authorized by this chapter, the public works director may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, watercourse or beach cleanup, or other remedial activity. [Ord. 07-002 § 2, 2007].

9.30.360 Violations deemed a public nuisance.
In addition to the enforcement processes and penalties set forth in this article, any condition caused or permitted to exist in violation of any of the provisions of this chapter is declared to be a threat to public health, safety, and welfare of this city. Any such condition is declared and deemed a public nuisance, may be deemed a violation subject to the criminal and civil enforcement provisions of Chapter 1.16 PGMC, may be summarily abated or restored by the city at the violator’s expense, and/or may be subject to a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance. [Ord. 09-005 § 15, 2009; Ord. 07-002 § 2, 2007].

Any person who violates any provision of this chapter, or any provision of any requirement issued pursuant to it, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts including civil and criminal penalties. [Ord. 07-002 § 2, 2007].
C. Map of existing stormwater infrastructure
D. Map of existing sewer infrastructure