



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

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ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

January 30, 2008

### NOTICE OF REQUEST FOR PROPOSALS FOR INJECTION WELL REDEVELOPMENT SERVICES (2008-AN007)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Injection Well Redevelopment Services (2008-AN007). The total annual contract amount of this service is estimated to be \$600,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/injwell.pdf> or from Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

**Minimum Requirement(s):** Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a minimum of three years' experience providing well redevelopment services on the part of Proposer, Project Manager, and all supervising employees to be assigned to this project. In addition, the Proposer must hold a valid and active California issued Well Drilling license, Contractor Classification C57, or alternatively, the Proposer must list a subcontractor who holds a valid and active California issued Well Drilling license, Contractor Classification C57.

A Proposers' Conference will be held on **Wednesday, February 13, 2008, at 10 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is **Thursday, February 28, 2008, at 5:30 p.m.** Please direct your questions to Mr. Manoukian at the number above.

January 30, 2008  
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The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE  
Director of Public Works

A handwritten signature in black ink, appearing to read 'Diego Cadena', written over a horizontal line.

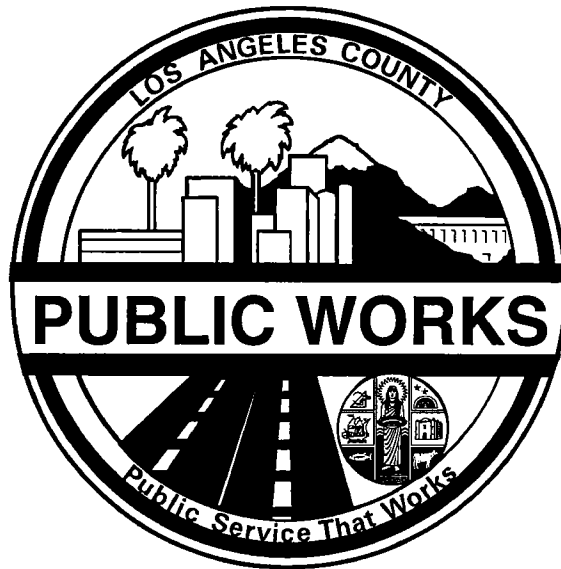
DIEGO CADENA  
Deputy Director

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Enc.

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**INJECTION WELL REDEVELOPMENT SERVICES**  
**(2008-AN007)**



Approved Jqu 30<sup>th</sup>, 2008  
Donald L. Wolfe  
Director of Public Works

By:   
Deputy Director

REQUEST FOR PROPOSALS  
FOR  
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP) contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in Public Works not receiving the best possible responses from proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the Conference.

B. Contract Analyst

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works  
Administrative Services Division – 9th Floor  
Attention Mr. Edwin Manoukian  
P.O. Box 1460  
Alhambra, California 91802-1460

E-mail: [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov)  
Telephone: (626) 458-4057  
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Request for Proposals and above, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

C. Proposal Requirements and Contract Specifications

1. Persons who wish to contract with the County may respond to this RFP by submitting a proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for proposals are explained in Part I of this RFP.
3. The Contract Specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

D. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

E. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at [www.lacounty.info](http://www.lacounty.info).

F. Greater Avenue for Independence and General Relief Opportunity for Work Programs

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN and GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

G. Child Support Compliance Program

Proposers shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

H. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 7, Contractor Employee Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or

Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

I. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act

(including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

J. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

K. Transitional Job Opportunities Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program, a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

L. Local Small Business Enterprise Preference Program

1. In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local

SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE. Additional information can be found at <http://oaac.co.la.ca.us/sbemain.html> or by calling (213) 974-0972.

2. Information about the State's small business enterprise certification regulations is contained in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

## SECTION 2

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

Proposals shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposal as nonresponsive:

1. Title Page

The Title page shall show the Proposer's name, project title, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the Proposal.

3. Letter of Transmittal

The Letter of Transmittal shall be signed by a person legally authorized to enter into the Contract for the Proposer. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4. Experience

A comprehensive description of the Proposer's capabilities shall describe/include, in sufficient detail and scope, to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the minimum requirements and the evaluation criteria (Part I, Section 4.D, Evaluation Criteria):

- Background;
- Organization (provide a chart or outline of the firm's organizational structure); and
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. **(Part I, Section 4.D, Evaluation Criteria).** Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.

- **Proposer must document that the Proposer, the Project Manager, and all supervising employees to be assigned to the project have a minimum of three years' experience providing well redevelopment services.**

5. Work Plan

Proposer's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

Proposer shall designate a Project Manager for this service who must have a minimum of three years' experience providing well redevelopment services. Also, the Proposer shall identify the supervising employees to be assigned to the project who will be supervising the requested services. Resumes shall be submitted for all employees who supervise the requested services demonstrating a minimum of three years' experience providing well redevelopment services.

6. Quality Assurance Program

Proposer shall describe its Quality Assurance Program (Program) that will ensure that these services are performed in accordance with the County's contract requirements and recommendations. The Program must ensure that the delivery of all services outlined in Exhibit A, Scope of Work, is completed in a timely manner, that services will be free of defects, and must demonstrate how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements. At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, subcontractors, and suppliers must be outlined and must include a qualified inspector(s) to be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Proposer and how the Proposer will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how

the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.

- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

7. Subcontractor

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, licenses, experience, staffing, and schedules.

8. License and Certifications

The Proposer must hold a valid and active California issued Well Drilling license, Contractor Classification C57, or in the alternative, Proposer must list a subcontractor who holds a valid and active California issued Well Drilling license, Contractor Classification C57.

9. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of the RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract.

10. Proposer's Forms List

Complete and submit the following forms, which are included in the RFP package:

- |      |  |
|------|--|
| PW-1 | Verification of Proposal;  |
| PW-2 | Schedule of Prices;  |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form; |
| PW-4 | Contractor's Industrial Safety Record;   |
| PW-5 | Conflict of Interest Certification;  |
| PW-6 | Proposer's Reference List;   |
| PW-7 | Proposer's Equal Employment Opportunity Certification;   |
| PW-8 | List of Subcontractors;  |

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN and GROW Employment Commitment;
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review;
- PW-12 Charitable Contributions Certifications;
- PW-13 Transitional Job Opportunities Preference Application (Submit only if requesting preference.); and
- PW-14 Contractor's Statement of Equipment Form

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

11. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Proposer's Equal Employment Opportunity Certification;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN and GROW Employment Commitment Form;
- PW-12 Charitable Contributions Certifications; and
- PW-14 Contractor's Statement of Equipment Form

12. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last Section of the Proposal labeled "Additional Information." If there is no additional information the Proposer wishes to present, this Section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delayed and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

## SECTION 3

### GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFP, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these Specifications, both in general and in detail, any drawings attached, and any additional communications sent and makes this Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

D. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 180 days following the deadline for submission of Proposals.

E. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board/Director, are not in the best interests of the County/Public Works/Special Districts. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

F. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility.

G. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility.

H. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

I. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsiveness and/or nonresponsibility.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Disclosure of Contents of Proposals

1. All proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that letter appears on the Board's agenda, all proposals will become a matter of public record and will be regarded as public records, except those parts of each proposal which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer must

specifically label only those provisions of the proposal, which are "trade secrets," "confidential," or "proprietary" in nature.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

N. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this RFP shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the Proposal is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer to fully comply with the County Lobbyist Ordinance may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility. (Attachment 3)

O. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

P. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to

satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.

2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; or (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

Q. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County

contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 4

### EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

#### A. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

#### B. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Director or Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.
3. The County reserves the sole right to judge the Proposer's written and oral representations.
4. The County may make on-site inspections of Proposer's current jobs.
5. The County, in its sole discretion, may elect to waive any error in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

#### C. Initial Review

Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer shows an ability to meet insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements.
2. Proposer and any subcontractors have met the GAIN and GROW requirements (Form PW-10).
3. Proposer and any subcontractors have completed and submitted the Charitable Contributions Certification (Form PW-12).

4. Proposer and any subcontractors have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
5. Proposer and any subcontractors have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer has submitted a valid California issued Well Drilling license, Contractor Classification C57, or alternatively has submitted a valid California issued Well Drilling license, Contractor Classification 57 for a listed subcontractor.

**A Proposer who does not possess or does not have a listed subcontractor who possesses the required licenses at the proposal deadline date will be disqualified as nonresponsive.**

7. Proposer is signed in as attending the Proposers' Conference.
8. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

D. Evaluation Criteria

Proposals passing the first step will be evaluated based on the following criteria:

1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the contract term. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item (50 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (50 points). The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

- Should one or more of the proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the proposer's bid amount.

- Should one or more of the proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.

2. References (10 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to County departments. Proposer may receive up to a maximum of 3.333 points for each responding reference up to a total of three responding references. Proposer's references for all contracts with the County during the previous three years must be listed. Public Works reserves the right to utilize any reference of Proposer, County, or other, listed or not listed. In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and an evaluation of any terminated contract(s). Significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Quality Assurance Plan's annual contractor evaluation or by an unfavorable reference, may result in a low or zero score for this evaluation category. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (25 points)

Proposer must document that the Proposer's Project Manager and supervising employees to be assigned to the project have a minimum of three years' experience providing well redevelopment services. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award a maximum of 25 points for the quality and quantity of experience of the Proposer, its key personnel, and

subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.4), and any other relevant information. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

4. Work Plan (10 points)

Proposer shall designate a Project Manager for this service who must have a minimum of three years' experience providing well redevelopment services. Also, the Proposer shall identify the employees who will be supervising the requested services. Resumes shall be submitted for all employees who supervise the requested services demonstrating a minimum of three years' experience providing well redevelopment services.

Scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements as set forth in Exhibit A, Scope of Work; demonstrates creativity and innovation that exceed the minimum requirements of the Scope of Work; responds to contingencies and emergencies; renders timely and responsive service to Public Works; and exceeds a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant information presented or obtained, which may include, but is not limited to, Proposer's written Work Plan, staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

The Work Plan must designate managing and supervising staff with a minimum of three years' experience performing well redevelopment services.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. The policies and procedures must include a qualified inspector(s) to be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries.

If a subcontractor is to perform work under this Section, the Program must detail how that subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

5. Equipment (5 points)

A review of the Proposer's description of its equipment (Form PW-14) and ability to meet the requirements and conditions of this work.

Significant unacceptable weakness in the equipment proposed to be used to provide the service may result in low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the proposal.

6. Optional Interview

The County may, at its option, invite one or more Proposers to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.D, Evaluation Criteria.

7. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

E. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.D, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers.

F. Award of Contract

The County reserves the right to award the contract to the highest rated Proposer(s) based on the evaluation criteria outlined in Part I, Section 4.D, Evaluation Criteria, and whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage (and original performance bond, if required) within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

## SECTION 5

### PROTEST POLICY

#### A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified Proposal; and
- Review of Public Works' Proposed Contractor Selection.

#### C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFP Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFP.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
  - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or
  - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works  
Administrative Services Division – 9th Floor  
Attention Mr. Edwin Manoukian  
900 South Fremont Avenue  
Alhambra, CA 91803  
Facsimile: (626) 458-4194

E. Disqualification Review

1. A proposal may be disqualified from consideration because Public Works determined it was a nonresponsive proposal at any time during the evaluation process. If Public Works determines that a proposal is disqualified due to nonresponsiveness, Public Works will notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
  - a. The firm/person requesting a Disqualification Review is a Proposer;
  - b. The request for a Disqualification Review is submitted timely; and
  - c. The request for a Disqualification Review asserts that the determination of disqualification due to proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.
- c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its Proposal should have been determined to be the highest-scored Proposal but was not because of one of the following reasons:
  - i. Public Works materially failed to follow procedures specified in the RFP. This includes:
    - (1) Failure to correctly apply the standards for reviewing the Proposal format requirements.
    - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Proposals specified in the RFP.
    - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.

- ii. Public Works made identifiable mathematical or other errors in evaluating Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
  - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

**G. County Review Panel Process**

1. If the Proposer is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.
2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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## **TABLE OF FORMS**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN and GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	CONTRACTOR'S STATEMENT OF EQUIPMENT FORM

## **ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

## VERIFICATION OF PROPOSAL

<b>DATE:</b> _____, 200		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: _____			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: _____			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: _____			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: _____			Telephone No.: _____
Address: _____			Fax No.: _____
e-mail: _____	County WebVen No.: _____	IRS No.: _____	Business License No.: _____
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO: _____	
		Secretary: _____	
<input type="checkbox"/> A general partnership:		Names of partners: _____	
<input type="checkbox"/> A limited partnership:		Name of general partner: _____	
<input type="checkbox"/> A joint venture of:		Names of joint venturers: _____	
<input type="checkbox"/> A limited liability company:		Name of managing member: _____	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;		
	<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

## SCHEDULE OF PRICES

FOR

## INJECTION WELL REDEVELOPMENT SERVICES (2008-AN007)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED NO. OF UNITS	TOTAL PRICE (Unit Cost X No. of Units)
1.	Redevelop the perforated screen using the method specified on Scope of Work <b>(20 REQUIRED WELLS)</b>	Linear Feet	\$ _____ Per Linear Feet	2,016	\$ _____
2.	Following well redevelopment activities, perform <b>OPTIONAL VIDEO INSPECTION OF 20 WELLS</b>	Per Well	\$ _____ Per Well	20	\$ _____
3.	Process redevelopment Water utilizing <b>OPTIONAL ADVANCED MOBILE WATER TREATMENT SYSTEM</b>	Per 1000 Gallon	\$ _____ Per 1000 Gallon	300	\$ _____
<b>Total Annual Proposed Price \$ _____</b>					
LEGAL NAME OF PROPOSER					
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL					
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER			LICENSE TYPE	
PROPOSER'S ADDRESS:					

\* Please refer to Scope of Work.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Injection Well Redevelopment Services (2008-AN007)

SERVICE BY PROPOSER \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

**5. CALENDAR YEARS PRIOR TO CURRENT YEAR**

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONFLICT OF INTEREST CERTIFICATION**

I, \_\_\_\_\_

- ☐ sole owner  
☐ general partner  
☐ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

 of \_\_\_\_\_  
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**PROPOSER'S REFERENCE LIST****PROPOSED CONTRACT FOR:** Injection Well Redevelopment Services (2008-AN007)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	
Signature	Date



**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. (Attach copy of Local SBE certification.)

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
<b>Total Number of Employees</b> (including owners):					
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff
	Male	Female	Male	Female	Male
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander					
American Indian					
Filipino					
White					

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

<b>Authorized Signature:</b>	<b>Title:</b>	<b>Date:</b>

**GAIN and GROW EMPLOYMENT COMMITMENT**

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

**OR**

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

## TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
(Name) (Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


---

 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

---

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
----------------------	------------	-----------

<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	<p>(   )</p>	<p>(   )</p>
--	--------------	--------------

**OR**

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.</p>	<p>(   )</p>	<p>(   )</p>
---	--------------	--------------

---

 Signature

---

 Date

---

 Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## Statement of Equipment Form for Injection Well Redevelopment Services

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.  
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE	MODEL	YEAR	SERIAL NUMBER

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

### Listing of Contractors Debarred in Los Angeles County

**Vendor Name:** ADVANCED BUILDING MAINTENANCE  
**Alias:**  
**Debarment Start Date:** 6/14/2005    **Debarment End Date:** 6/13/2008  
**Principal Owners and/or Affiliates:** Michael Sullivan / Erlinda Sullivan

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**Vendor Name:** G COAST COSTRUCTION INC.  
**Alias:**  
**Debarment Start Date:** 9/11/2007    **Debarment End Date:** 9/10/2012  
**Principal Owners and/or Affiliates:** Ezra Levi

---

**Vendor Name:** INSPECTION ENGINEERING CONSTR  
**Alias:** Inspection Engineering Construction  
**Debarment Start Date:** 6/13/2006    **Debarment End Date:** 6/12/2016  
**Principal Owners and/or Affiliates:** Jamal Deaifi

---

**Vendor Name:** MTS Advanced Corp.  
**Alias:**  
**Debarment Start Date:** 2/8/2005    **Debarment End Date:** 2/7/2008  
**Principal Owners and/or Affiliates:** Emir Khan / Zulaine Hernandez

---

# County of Los Angeles *Lobbyist Ordinance*



**IT'S THE LAW**

## It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093      (213) 974-1578

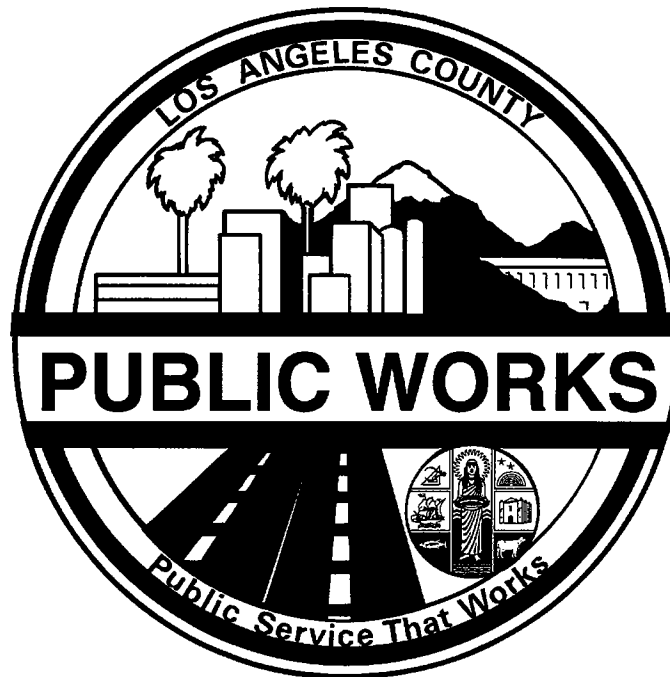
A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

# Part II

## Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

---

[CONTRACTOR'S NAME]

FOR

INJECTION WELL REDEVELOPMENT SERVICES (2008-AN007)

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**EXHIBIT C Internal Revenue Service Notice 1015**

**EXHIBIT D Safely Surrendered Baby Law Posters**

**EXHIBIT E Injection Well Location Map (C.1 through C.2)**

**EXHIBIT F List of Injection Wells for Redevelopment and Construction Data**

**EXHIBIT G NPDES Permits and Discharge Locations**

**EXHIBIT H Los Angeles County Seawater Barrier Daily Redevelopment Data Sheet**

SAMPLE AGREEMENT FOR

INJECTION WELL REDEVELOPMENT SERVICES (2008-AN007)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2008, hereby agrees to provide services as described in the attached specifications for Injection Well Redevelopment Services (2008-AN007), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Injection Well Location Map; Exhibit F, List of Injection Wells for Redevelopment and Construction Data; Exhibit G, NPDES Permits and Discharge Locations; Exhibit H, Los Angeles County Seawater Barrier Daily Redevelopment Data Sheet; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$\_\_\_\_\_ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on \_\_\_\_\_. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

**THIRTEENTH:** This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

[NAME OF CONTRACTOR]

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

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## SCOPE OF WORK

### INJECTION WELL REDEVELOPMENT SERVICES (2008-AN007)

#### A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Eric Batman of Water Resources Division, who may be contacted at (626) 458-6137, e-mail address: [ebatman@dpw.lacounty.gov](mailto:ebatman@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

#### B. Work Location

The West Coast Basin Seawater Barrier Project (WCBBP) consists of 153 injection wells, 92 of which are currently operating. Of the wells currently operating, 20 will be redeveloped in this contract as required tasks, whereas 54 wells may be redeveloped as optional tasks. A second optional task may be to video inspect the well casings following the completion of well redevelopment activities. A third optional task may be to utilize an mobile advanced water treatment system (e.g., a mobile microfiltration unit) to process the redevelopment water so that it can be reintroduced into the injection well following redevelopment activities. Optional tasks shall not be conducted without Public Works' prior approval on such services. Injection well locations are shown in Exhibit E. Required and optional injection wells to be redeveloped and original well construction data are shown in Exhibit F.

#### C. Background

The County of Los Angeles Department of Public Works currently operates three seawater intrusion barriers: Alamitos Barrier Project, Dominguez Gap Barrier Project, and WCBBP. WCBBP is the largest barrier consisting of 9 units with 153 injection wells. Typical casing materials for the injection wells are carbon steel, asbestos cement, stainless steel, or pvc.

After initial construction, each injection well undergoes development to ensure proper hydraulic connection with the aquifer. Over time, as the well is operated, the screen becomes clogged and redevelopment is necessary to restore injection capacity. Clogging is believed to result from a combination of buildup of materials brought in by the injected water and/or simultaneous or subsequent chemical changes of these particles. Clogging can also be the result of bacterial growth.

Public Works has an ongoing program to redevelop injection wells to recover and maintain injection well capacity (performance) through well redevelopment.

Public Works has utilized various methods in the past to improve the redevelopment procedures to achieve the most economic and effective results. Past methods of well redevelopment have included the following: bailing, swabbing, surging, pumping, airlift pumping, and jetting.

The current method used by Public Works consists of two general procedures: (1) chemical treatment using either acid or chlorine; and (2) swabbing, surging, and airlift pumping. Details of this method are described in Section E of the Scope of Work.

Groundwater generated from well redevelopment activities is air-lifted to the surface from the well casing and processed through a mobile water treatment facility. Once in the treatment facility, the redevelopment water undergoes chemical treatment where it is stabilized and suspended solids are removed. The redevelopment water is then typically discharged to the local storm drains through catch basins or channel locations. Discharges to storm drains are regulated by the California Regional Water Quality Control Board through the National Pollutant Discharge Elimination System (NPDES) permit process. For the WCBBP, Public Works is currently named as the permittee on 8 NPDES permits that allow the discharge of treated well redevelopment water to the storm drain system. The NPDES permits regulate both the water quality and quantity that can be discharged into the local storm drain system. The mobile water treatment facility allows Public Works to monitor the redevelopment water closely and adjust its quality to assure compliance with the NPDES permits prior to discharge. The quality and quantity of the redevelopment water must be monitored and documented for NPDES permit reporting requirements.

An alternative to discharging the redevelopment water to the storm drain may be to implement the optional task of utilizing a mobile advanced water treatment system (e.g., a mobile microfiltration unit) to process the redevelopment water and reintroduce it into the injection well following redevelopment activities. The mobile advanced water treatment system must be able to process the redevelopment water so that it meets the following water quality standards established by Public Works: turbidity of less than 0.2 NTU, Modified Fouling Index of less than one, and a pH between 6.5 and 8.5.

D. Objective

The objective of this work is to restore the maximum performance of the injection wells of the WCBBP by conducting necessary redevelopment.

The specific objectives are as follows:

1. Perform chemical treatment and mechanical redevelopment on a series of WCBBP injection wells designated by Public Works. The method used to perform this objective is detailed in Section E of the Scope of Work.
2. Treat the groundwater generated during the redevelopment of the WCBBP wells to comply with conditions of the NPDES permits prior to the discharge into storm drains. The NPDES permits are included in Exhibit G.

Alternatively, utilize a mobile advanced water treatment system to process the redevelopment water so that it can be reintroduced into the injection well after redevelopment activities.

3. Obtain the necessary documentation to confirm that the wells specified have been redeveloped to Public Works standards and the associated wastewater discharged into the area storm drains meet existing permit requirements.

E. Work Description

The tasks below are provided as a guide to achieve the objectives stated in Section D. The Contractor shall obtain, review, organize, and incorporate any information related to the well treatment and redevelopment work required. The services to be performed by the Contractor shall follow but not necessarily be limited to the items of work outlined below. The Contractor shall recommend work items not listed or any other changes, if they are believed to better suit the objectives. Any deviation from the redevelopment method will require Public Works approval.

1. PREPARATION FOR REDEVELOPMENT

Notifications:

Prior to the redevelopment of an injection well, the following notifications shall be given:

- a. Two weeks' notice to Public Works requesting that wells targeted for development be shut off to allow the Contractor to disassemble the well head and remove the base plate and any equipment attached below (e.g., eductor pipe, well measuring tubes, pneumatic packers, etc.). No more than three (3) wells can be disassembled and placed out of operation at any time.

- b. Three days' notice to the local police department that "No Parking" signs are being posted. "No Parking" or any other necessary signs will be posted when equipment is parked in the street adjacent to a well scheduled for redevelopment. Contractor is responsible for providing a secure work zone and notifying any home directly impacted by the operations at least one week before the start of work. The contractor shall comply with all local regulations regarding the posting of "No Parking" signs.
- c. One week's notice to homeowners directly impacted by the redevelopment work. Any driveways to be blocked must be approved by Public Works prior to commencement of redevelopment work.
- d. In the event that a traffic lane closure is necessary to complete the work, the Contractor shall follow all local regulations regarding such matters at each well location to ensure the safety of his employees, pedestrians, commuters and residents. Approved traffic control plans will be made available to Public Works upon request.
- e. Prior to chemical pretreatment and redevelopment, the Contractor shall collect a representative water sample from wells identified by Public Works and analyze it for constituents required to be monitored by the existing NPDES permit. The Contractor shall follow Public Works procedure for collecting each representative water sample. The results from this analysis shall be made available to Public Works prior to redevelopment upon request. Public Works will be notified immediately of samples which do not meet permit requirements.

## 2. REDEVELOPMENT OF INJECTION WELLS

### 2.1 General Work Description

This section covers the work necessary to:

- a. Provide, install, and remove any equipment and appurtenances for redevelopment of the injection wells.
- b. Airlift to remove any fill in the well casing bottom.
- c. Treat the injection wells either by glycolic acid or by shock chlorination depending on the casing materials.

- d. Conduct well redevelopment using surge block (swabbing) and airlift pumping.
- e. Provide, setup, operate, and remove water treatment system(s). Dispose of all wastewater generated during well redevelopment by surface discharging through temporary piping into the storm drain or by hauling to proper disposing locations.

Specific tasks not completely described in this section that are necessary or normally required as part of the redevelopment work described shall be performed by the Contractor as incidental work without extra cost to Public Works, as if fully described in this section. The expense of such work shall be included in the applicable price bid.

Redevelopment of the injection wells shall include disassembling the wellhead and removal of the base plate and any equipment attached to the base plate from below (e.g., eductor pipe, well measuring tubes, pneumatic packers, etc.). Pneumatic packers are present on a number of required and optional injection wells identified in Exhibit F. Upon completion of well redevelopment activities, the Contractor shall be responsible for replacing the equipment that was removed by them and completely reassembling the well.

## 2.2. Materials and Equipment

### a. General:

Provide all temporary and permanent materials, equipment, and labor required to accomplish the work as specified.

### b. Swab and Airlift Development Equipment

The Contractor shall furnish airlift pumping equipment, discharge piping, valves, settling tanks, holding tanks, swabs, eductor pipe, a suitable drilling rig, air-compressor, and other such equipment necessary to redevelop the wells and dispose of development water in accordance with the scope of work.

The eductor pipe and air line or airlift pumps shall be such that they can be installed in the casing of the well to be redeveloped. The eductor pipe shall have adequate clearance and a 1-foot piece at the end to affect air dispersion into the water.

The equipment furnished shall have the capacity to deliver up to 300 gallons of water per minute at the ground surface.

Sufficient length of air line and eductor pipe shall be available to reach the bottom of the deepest well to be developed.

The equipment shall be such that it can be raised and lowered a minimum stroke length of 5 feet while airlift pumping is in progress.

c. Double Flanged Swab

Surging shall be done with a surge block consisting of two swabs that have an outside diameter not more than 1 inch smaller than the inside diameter of the screen section. The swabs shall consist of two, nominal 12-inch diameter 1/4-inch thick rubber discs alternating between four 11-inch diameter steel discs capable of being fastened to the 4-inch eductor pipe. The bottom end of the eductor pipe shall be fitted with two swabs spaced 10 feet apart. The eductor pipe shall be closed on the bottom and perforated between the swabs. The perforations shall be a 1/2-inch wide, 4 inches long, four to each round, and the rounds shall be 2 feet apart.

The air-line suspended inside the eductor pipe shall be a standard galvanized steel pipe, a minimum of 1-1/4 inches in diameter and closed at the bottom. The lowest 3 feet of the air-line shall be perforated by holes 1/8 inch in diameter and a maximum of 3 inches apart.

The air-line connection, method of suspension of airlift pump, and connection of discharge line shall provide for quick and easy addition of the lengths of eductor pipes as required. A quick opening valve shall be conveniently located in the air line from the air compressor to permit intermittent surging of the well by interrupting the air supply from the pump.

d. Airlift Pumping Discharge Line

The size and length of the discharge line shall be compatible with the airlift pump. The discharge of the airlift pump shall be directed into the settling tank such that samples can be

obtained and visual observation made. The discharge from the pump shall be open to the atmosphere permitting the column of water in the eductor pipe to flow back into the well during surging.

e. Redevelopment Effluent Storage Tanks

The Contractor shall provide closed-top storage tanks in the vicinity of the well sufficient to contain and treat the wastewater generated by the redevelopment operations. In addition, the Contractor shall provide an adequate number of 20,000 gallon "Baker" type tanks to treat the well head discharge. Each storage tank shall be given a numeric designation, labeled with solids accumulation start date, the well the effluent was generated from, and date the storage tank was sampled. The storage tanks shall not stay at each location more than 30 calendar days.

f. Chlorine, Acids, or Other Chemicals

Only liquid sodium hypochlorite shall be used to produce the chlorine solution. All chemicals to be introduced into the wells, such as glycolic acid, shall be based on the casing materials. The solution strength shall be proposed by the Contractor and approved by Public Works prior to use. The Contractor may propose different chemicals to improve the quality of the redevelopment without damaging the well casing or aquifer materials. Any alternative chemicals must be approved by Public Works.

g. Flow Measuring Equipment

The Contractor shall provide equipment for making accurate measurements of the well redevelopment water discharged daily into the storm drain. Measurement may be by weir, orifice, or meter.

h. Guards and Shields

If necessary, the Contractor shall provide adequate guards and shields to protect the public, surrounding improvements, and personnel taking measurements against unnecessary risk and exposure to the splash and spray of water.

If necessary, the Contractor shall provide ladders, railings, and platforms, which will meet Cal/OSHA safety requirements. These are subject to approval by Public Works.

## 2.3 Procedures

### 2.3.1 General.

Public Works standard execution of redevelopment work generally occurs in the following sequence, including, but not limited to, the listed methods:

- a. Airlift to remove any fill in the well casing bottom.
- b. Pre-treat the well by introducing chemical solution, such as chlorine or glycolic acid into well, let stand, and remove.
- c. Swab and airlift development; alternate, Public Works-approved methods, may include jetting.

The redeveloping of each well shall consist of cleaning and opening the casing perforations and the outside gravel pack material adjacent to the perforations by a combination of airlift pumping, swabbing, and Public Works approved alternative.

The cleanout data desired will consist of the rate of discharge, comparative estimates of size and amounts of solids removed for each interval of perforations, and the time required to airlift each interval to obtain a clear discharge.

Equipment introduced into the wells by the Contractor shall not cause damage to the well casing or screen and will be removed at the conclusion of redevelopment.

If it appears that continued redevelopment will not be beneficial or might endanger the stability of the well, the Contractor shall notify Public Works immediately. At its discretion, Public Works may direct the Contractor to discontinue redevelopment and proceed to the next well scheduled.

Should the Contractor feel that continued development of a certain perforated interval of the perforations will endanger the structural stability of the well, he shall cease the operations and shall so inform Public Works. The Contractor will at all times be responsible for the performance of the Work under this Contract.

The mud, silt, sand, and other sediments removed from the well during the development operations and from the bottom at the conclusion of the development shall be confined within a reasonably small area at the drilling site and disposed of at any legally approved dump. No additional compensation will be due to the Contractor for the disposal of noncontaminated material. For any contaminated material, the Contractor shall immediately contact the Contract Manager.

Upon completion of pumping of the well to the satisfaction of the Engineer, the development equipment shall be removed and the well and tremies cleaned of all mud, sand, sediment, and residue to the full depth of the casings.

#### 2.3.2 Chemical Pre-treatments

Each well requires chemical pre-treatment with either chlorine or glycolic acid depending on the casing material. Only stainless steel and PVC casings shall be treated with the glycolic acid, while carbon steel and asbestos cement casings shall be treated with chlorine.

The Contractor shall record the volume, type, brand, concentration, and manufacture date of all chemicals used. All chemicals shall have certified manufactured dates noted on the shipping manifest.

The Contractor shall maintain a copy of the health and safety plan at the jobsite, including the Materials Safety Data Sheets (MSDS). It is the Contractor's responsibility to ensure that employees working at the site during chemical treatment are qualified to work with the chemicals used. It is the Contractor's responsibility to ensure that all necessary safety equipment is on-site. Such equipment may include, but is not limited to, proper respirators, latex gloves, rubber boots, tyvex coveralls, goggles, eyewash, and shower.

The Contractor shall provide suitable transfer pumps and agitators necessary to accurately prepare and inject the chemicals. Transfer pumps shall be capable of generating a minimum of 50 psi while injecting chemicals into the well.

Prior to introducing the chemical solution into a well, the Contractor shall remove all of the sediments from the well to permit the chemicals to react with the entire range of the well screen.

The approved chemical solution shall be injected and continuously surged over 20-foot screened intervals, starting at the top of the screen and moving downward. The total volume of chemical solution prepared shall be evenly distributed over the entire screened interval. The volume of chemical solution injected into each 20-foot screened section shall be proportional to the total volume to be injected over the entire screened interval. During injection, the chemical solution shall be continuously surged over the 20-foot interval for a minimum of 15 minutes before moving to the next section. The injection and surging shall be performed in a continuous operation for no more than 12 hours until complete.

After completion of injection and surging, the chemical solution shall be left to stand in the well for a minimum of 12 hours (e.g., overnight). After 12 hours or longer, the chemical solution shall be removed by airlift pumping through a 10-foot section of perforated pipe with two tight fitting swabs at each end. The swabs shall have an outside diameter not less than 1/8 of an inch smaller than the I.D. of the well screen. During airlift pumping, the entire screened interval of the well will be continuously surged in 20-foot increments. Each 20-foot section will be continuously surged and airlift pumped for a minimum of 15 minutes. This period may be extended or shortened at the discretion of Public Works based on the condition of the discharge water. Airlift pumping and surging will continue until the entire screened interval has been surged at least one time.

The Contractor shall discharge the wastewater to temporary holding tanks prior to disposal. Residual chlorine and glycolic acid shall be neutralized by the addition of sodium metabisulfite and soda ash (Sodium Carbonate) respectively into the discharge line after it is removed from the well and

before discharge. Residual chemicals must be below the limits set by the projects' NPDES permits prior to disposal.

a. Acid Treatment

Pump 8 gallons of glycolic acid 70 percent and 120 gallons of water into the swab assembly through the eductor pipe for every 20-foot length of well screen. This is a 1 to 15 dilution of acid/water. Stronger solutions can be proposed for review and approval by Public Works.

b. Chlorination

The sodium hypochlorite must be delivered to the site in original closed containers bearing the original label indicating the percentage of available chlorine and date of manufacture. The sodium hypochlorite shall not be more than two weeks old.

The Contractor shall prepare a solution of 2,000 ppm residual chlorine by mixing a concentrated solution of sodium hypochlorite and water in suitable mixing tanks. The volume of solution prepared shall be equal to two times the volume of water in the well from the static water level to the total depth of the well. Unlined steel tanks shall not be used for mixing. Alternative solution methods can be proposed for review and approval by Public Works.

The Contractor shall measure the free chlorine residual with Public Works approved field test kit to verify compliance with the specifications.

The gravel pack shall be treated by injecting chlorine solution into the gravel feed tube until the chute will no longer take water or until the volume of chlorine solution injected equals the total volume of the gravel pack.

### 2.3.3 Swabbing and Airlift Development.

a. Swabbing

The well redevelopment procedure shall consist of swabbing and airlift pumping as approved by

Public Works followed by high velocity water jetting with simultaneous airlift pumping. Swabbing and airlift redevelopment shall commence no more than 24 hours after chemical treatment of the well. If swab and airlift redevelopment is not commenced within 24 hours of the chemical treatment, then the Contractor will conduct, without charge, swab and airlift development for the length of time between the chemical treatment and the time that swabbing and airlift redevelopment was initiated, in addition to normal redevelopment time.

The double flanged swab shall be installed with the upper swab opposite to the top perforations. The double flanged swab shall be lifted and lowered at a rate of 6 to 10 cycles per minute. The double flanged swab shall operate on 10-foot increments of the screen interval. The double flanged swab shall be operated for a period of 20 minutes at each 10-foot section of screen.

Sounding and airlift pumping shall be done to remove all waste and debris from the well. The effluent settleable solids loading after each 10-foot interval shall be less than 20 ppm before moving to next interval. After this criteria is met, the next interval shall be redeveloped as before until complete.

Settleable solid measurements shall be made with an Imhoff Cone after each screened interval is developed and before development is started on the next screened interval.

b. Airlift Pumping

At Public Works' discretion, depending on site characteristics and results of water quality testing, redevelopment by airlift pumping may replace swabbing operations. The following airlift pumping procedure shall be followed by the Contractor after swabbing:

The airlift pumping equipment shall be installed in the casing with the bottom of the air line/eductor pipe adjacent to either the top or the bottom slots of the

perforated casing. If sufficient submergence is not obtained with the air line set adjacent to the top of the perforations, the highest possible setting shall be used. A 5- to 10-foot interval of the perforations shall then be developed by moving the air line up and down within the interval, and the air supply shall be varied to cause surges within the well.

After settleable solids being airlifted to the surface have dropped below 20 ppm during redevelopment of one interval of the perforations, the air line/eductor pipe shall be raised or lowered and the same procedure followed until all the perforations have been redeveloped.

The well shall then be cleaned to the full depth and pumped with the air line/eductor set at a submergence for efficient airlift pumping. The well shall be pumped at up to approximately 300 gallons per minute until the water has cleared to the satisfaction of Public Works (settleable solids loading after each interval less than 20 ppm).

Settleable solid measurements shall be made with an Imhoff Cone after each screened interval is developed and before development is started on the next screened interval.

The Contractor shall run clean water continuously down the gravel feed tube during surging and airlift pumping and add gravel as needed to maintain the tube full.

Upon completion of the pumping, the well shall be cleaned of all sand and sediment of its full depth.

#### 2.3.4 Disposal of Pumped Water to Storm Drain System

##### a. General

The Contractor shall treat the wastewater and conduct all testing required by the NPDES permits (Exhibit G) to determine the disposal method. If the water cannot be disposed of in the storm drain/channel, it shall be transported and disposed of

by the Contractor at a legal point of disposal, approved by Public Works.

Public Works, as a NPDES permittee, is subject to enforcement actions by the California Regional Water Quality Control Board. Public Works will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has failed to meet the existing permit requirements and/or is otherwise in noncompliance with these provisions. In addition, Public Works will deduct from the monthly payment due the Contractor, the total amount of any fines levied on Public Works, plus legal and staff costs, as a result of the Contractor's lack of compliance with the NPDES permits.

The Contractor shall provide a temporary storage tank site and several 20,000 gallon "Baker" type tanks. All redevelopment water that will not be discharged to the surface on a continual basis shall be stored in these covered tanks near each well site until the Contractor can test the water to determine the appropriate type of disposal. The Contractor shall anticipate the covered tanks may be stored at a suitable location for up to 30 calendar days to allow for water quality testing and disposal.

All costs associated with temporarily covered redevelopment water storage and treatment at the sites shall be considered as included in the Form PW-2, Schedule of Prices.

Clean and adequately treated redevelopment water shall be disposed of through closed conduits at the location identified in the NPDES permits (Exhibit G) or to other locations as required and approved by Public Works. All costs for providing covered water storage tanks and closed conduits at each well site and for trucking and/or discharging the redevelopment water at the locations included in the NPDES permits shall be included in the Form PW-2, Schedule of Prices.

The Contractor shall be responsible for the control of the water over the entire flow route. Any materials deposited in nondesignated areas shall be removed

and hauled away at the Contractor's expense. Areas upon which such materials have been deposited shall be cleaned to the satisfaction of Public Works.

b. Redevelopment Water

All redevelopment water shall be temporarily contained in appropriate containers, such as "Baker" type tanks or approved equal, treated to below levels prescribed in the attached NPDES permits and discharged.

The Contractor shall maintain and operate a water treatment system prior to disposal. The treatment system may use any combination of tanks, treatment chemicals (flocculants), and/or separation baffles necessary to provide treatment at a sustained rate of up to 750 gpm for intermittent periods to avoid stopping of development operations due to insufficient treatment capacity.

The Contractor may, at his own expense, reduce turbidity levels in the discharged water by blending the water with potable water.

c. Discharge Pipelines

The water discharged during well redevelopment that meets the permit requirements shall be disposed of via temporary pipelines and supplemental pumps as necessary, provided by the Contractor. The length and required capacity of pipeline varies for each well and the designated point of discharge.

The pipelines and pumps shall have sufficient capacity to convey treated redevelopment water from the well sites to the designated point of discharge at rates sufficient to prevent intermittent operation. **Please note that Public Works may impose restrictions on discharge dates and rates due to the presence of urban runoff treatment facilities located in the storm drain systems.**

It is the Contractor's responsibility to prevent the discharge from discoloring, damaging or eroding the

site, drainage channel, or other surface conveying the discharge water from the site to the designated point of discharge.

The temporary pipelines shall be located so they do not interfere with traffic or other work being conducted around the well sites. If necessary, the pipelines shall be clearly marked with flashing markers every 50 feet to alert vehicles and the general public moving in the area.

The treatment system for the recharge wells shall not interfere with maintaining continual redevelopment operation.

Effluent from the treatment system shall be discharged to the designated drainage channel via temporary pipeline in accordance with NPDES limitations. The Contractor shall supply hoses or other temporary pipelines to direct the effluent discharge. The NPDES permits shown in Exhibit G refer to specific discharge location from each injection well redevelopment. The maps showing the discharge points and corresponding injection wells are also included in the NPDES permits.

#### 2.3.5 Optional Task – Use of Mobile Advanced Water Treatment System

##### a. General

As an optional task, Public Works may request that the Contractor provide a mobile advanced water treatment system (e.g., mobile microfiltration system) capable of processing redevelopment water so that it can be reintroduced into the injection well following redevelopment activities. The Contractor shall process the redevelopment water using the mobile advanced water treatment system and conduct testing to verify the effluent water quality meets the standards established by Public Works (i.e., turbidity of less than 0.2 NTU, Modified Fouling Index of less than one, and a pH between 6.5 and 8.5).

All costs associated with providing the mobile advanced water treatment system and processing the redevelopment water shall be considered as included in the Form PW-2, Schedule of Prices.

Clean and adequately treated redevelopment water shall be reintroduced back into the injection well via closed conduit provided by the Contractor.

The Contractor shall be responsible for providing everything necessary to operate the mobile advanced water treatment system including power, conduits, chemicals, etc.

#### 2.3.6 Optional Task – Perform Video Inspection of Well Casing

##### a. General

As an optional task, Public Works may request that the Contractor perform a video inspection of the entire well casing following the completion of redevelopment activities at each well. The video equipment shall have the ability to capture color video as it descends into the well, and also be able to capture side video shots of the well casing where additional detail of the well casing is needed.

The Contractor shall record the entire video inspection and provide a copy of the recording to the Agency on a playable DVD format. In addition, the Contractor shall provide a written summary of findings of the video inspection which shall include the well name/number, date of inspection, video equipment operator, casing diameter, casing material, well perforation information, and remarks/observations/recommendations for different intervals of the well casing.

All costs associated with performing the video inspection shall be included in the Form PW-2, Schedule of Prices.

### 3. AFTER REDEVELOPMENT

#### 3.1 General

Upon completing well redevelopment activities, including waste disposal, the Contractor shall be responsible for replacing the equipment that was removed by them and completely reassembling the well. The Contractor shall then notify Public Works so that the well can be returned to normal injection operation.

#### 3.2 Submittals

At the close of each work week, the Contractor shall submit to Public Works the following information in a format approved by Public Works:

- a. All well redevelopment records.
- b. Depth to the bottom of the well to ensure all sediments have been removed and the bottom of the well is at its constructed depth.
- c. All information regarding the type of pumping equipment used, including engines, drive components, bowls, lines, and shafts.
- d. All data related with the on-site wastewater treatment, including names and amount of chemicals used and feed rates.
- e. All on-site monitoring data required of the NPDES permits including: pH, residual chlorine, settleable solids, temperature, turbidity, flow rates (Gallon/Minute), and the daily volume of the discharged well redevelopment water (Gallon/Day) in a daily data sheet.
- f. Approved chain-of-custody form(s) for all laboratory analysis for total suspended solids, BOD<sub>5</sub>, and acute toxicity and their analysis results as directed by the NPDES permits.
- g. If applicable, copies of Contractor-signed manifests to accompany waste material for disposal at an approved off-site facilities.

- h. Approved chain-of-custody form(s) demonstrating compliance with Federal, State, and local laws, regulations, and ordinances related to disposing of materials generated during well redevelopment.
- i. Provide the latest calibration records for all field equipment used per manufacturer's recommendation.

#### 4. UNFORESEEN CONDITIONS

The Contractor shall conduct all redevelopment work using the utmost care and caution while executing the required work within the contract. The Contractor shall be responsible to repair any well or associated appurtenances damaged by the Contractor during prosecution of the Scope of Work.

In the event that unforeseen conditions occur during redevelopment such as a large amount of sediment running into the well indicating a possible break in the casing, a stuck tool, blockage, etc., the Contractor shall:

- a. Notify Public Works immediately of the unforeseen condition and remove all the tools from within the well if practical.
- b. Provide Public Works a recommendation and cost estimate to further investigate the unforeseen condition and provide an assessment of the wells condition.
- c. Upon approval of Public Works, proceed with the investigation or at the direction of Public Works, move on to the next well scheduled for redevelopment.
- d. If investigated, provide Public Works with an assessment of the condition of the well, identify a possible repair strategy, and include a cost estimate to repair the injection well.
- e. Resume redevelopment if mutually agreed by the Contractor and Public Works.

#### F. Site Protection

Throughout the period of work, the Contractor shall provide all the safety protection necessary to protect the public and the workers, including, but not limited to, warning signs and protective barriers.

1. At the end of each working day, the Contractor shall secure the well to prevent unauthorized access.
2. It is the Contractor's responsibility to return the worksite to its original condition following well redevelopment.

G. Contamination

Contractor shall at all times perform his operation in such a manner as to prevent the introduction of contaminants into the well. Equipment and other appurtenances shall be kept clean.

H. Safety Requirements

1. Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working at the well site in accordance with the requirements of the OSHA and Cal/OSHA regulations.
2. Contractor shall maintain a copy of the health and safety plan at the well location, including the Material Safety Data Sheets (MSDS). It is the Contractor's responsibility to ensure that employees working at the well location during acid or any other chemical treatment are qualified and certified to work with the chemicals used. The Contractor shall ensure that all necessary safety equipment is on-site. Such equipment may include, but not be limited to, proper respirators, rubber boots, tyvex coveralls, goggles, latex gloves, pressurized eyewash, and shower. None of the chemicals will be stored overnight at any well location.

I. Public Works Support

Public Works will provide the following:

1. A list of the wells to be redeveloped and associated details.
2. A map for each unit of WCBBP that shows the wells and the discharge points locations.
3. A copy of the latest NPDES permits for WCBBP and inform the Contractor of any modifications.
4. Data related to the wells of the WCBBP, including injection well records, groundwater elevations, well and injection water supply details, aquifer characteristics, geologic logs, and well maintenance and modification histories.

5. Related studies and reports conducted by Public Works, other agencies, or contract consultants.
6. Assistance to gain access to any field facility for the purpose of the redevelopment procedures.

J. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works  
Cashier's Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times.

As a minimum, the Contractor shall implement the following applicable BMPs in conjunction with all its activities and construction operations:

NO.            CONSTRUCTION PRACTICES

CD4(2)            Water Conservation Practices

NO.            MATERIAL MANAGEMENT

CD10(2)            Material Delivery and Storage

CD11(2)            Material Use

CD12(2)            Spill Prevention and Control

NO.            WASTE MANAGEMENT

CD13(2)            Solid Waste Management

CD14(2)            Hazardous Waste Management

NO.            VEHICLE AND EQUIPMENT MANAGEMENT

- CD18(2)      Vehicle and Equipment Cleaning
- CD19(2)      Vehicle and Equipment Fueling
- CD20(2)      Vehicle and Equipment Maintenance

NO.            VEGETATIVE STABILIZATION

- CD23(2)      Preservation of Existing Vegetation

NO.            SEDIMENT TRAPPING

- CD38(2)      Sand Bag Barrier

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation which may produce runoff and whenever runoff from other sources may occur.

Public Works, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Public Works will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, Public Works will deduct, from the final payment due to the Contractor, the total amount of any fines levied on Public Works, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials shall be considered as included in the prices bid for the various items of work, or, if included as an item of work, in the lump sum price bid.

K. Submittals

1. After Award of Contract

After award of the contract, but prior to the commencement of any redevelopment work, the Contractor shall submit the following for Public Works approval:

- a. A drawing and description indicating the equipment the contractor intends to use for redevelopment, including air line submergence tables, the minimum size of air compressor to be used, and its layout for Public Works' review and approval. The submittal should be clear enough to permit Public Works to determine if the equipment is adequate. Public Works approval of the redevelopment plan shall not in any way relieve the Contractor of his responsibility to satisfactorily develop the wells and dispose of all development water and any other waste materials.

- b. A Wastewater Management Plan

A Wastewater Management Plan (WMP) shall include details of the methods and procedures used for the generation, sampling, on-site management, transportation, and disposal of all wastewater generated on the project.

The WMP shall identify the on-site and off-site disposal facilities. The Contractor shall treat the wastewater on-site for surface discharge in compliance with NPDES permits or shall transport the wastewater to an approved treatment/recycling facility site (approved by Public Works) permitted to accept this wastewater. The WMP shall include copies of all applicable current permits and waste acceptance policy. Currently, 8 NPDES permits have been issued to regulate on-site surface discharge of the wastewater to storm drains. (See Exhibit G for copies of the NPDES permits.)

The WMP shall include methods and procedures for collection of well water samples prior to the start of redevelopment to demonstrate compliance with NPDES permit requirements for constituents to be tested prior to the start of redevelopment. The Contractor shall follow Public Works' procedure for collecting each representative water sample.

The WMP shall include a site map showing the location of each well, and the location and anticipated number of storage tanks for

each well. The site map shall be updated as the location or number of storage tanks change or as requested by Public Works.

It is anticipated that the water generated may contain varying concentration of solids. WMP shall include method and schedule of removing solids from the storage tank at regular intervals or as requested by Public Works.

The WMP shall include methods and procedures for the collection of wastewater samples from the tank in order to properly profile the water for either on-site or off-site disposal. The Contractor shall be responsible for collection and analysis of all samples required by NPDES permits or by the disposal facility.

For on-site disposal of the water, the WMP shall include diagram of proposed on-site wastewater treatment system adequate to allow simultaneous pumping, treatment, and disposal during airlift pumping and swabbing redevelopment. The proposed wastewater treatment system can include settling tanks, commercially available granular activated carbon (GAC) water treatment unit(s), an air stripper treatment unit, or other Public Works-approved treatment unit as necessary to treat well redevelopment wastewater to below NPDES requirements at each well prior to discharge. The wastewater shall be completely treated before discharge, meeting all the sampling and water quality requirements of the NPDES permit.

- c. All MSDS and product data sheets for all chemicals used to redevelopment of the different types of injection well casing.
- d. A description of proposed field equipment to be used for measuring chemical concentrations required to comply with NPDES permits and manufacturer recommended calibration schedule for such equipment.

## 2. During Redevelopment

During the redevelopment work, the Contractor should submit:

On a weekly basis, all information required to substantiate compliance with existing RWQCB NPDES permits. The weekly information should be submitted on Public Works approved forms.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute

discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

L. Hours and Days of Service

The Contractor shall plan and conduct work by considering local City and Community regulations. Work hours may be altered, when necessary, with the approval of the Director.

M. Utilities

The County will not provide utilities.

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Removal of Debris

All debris derived from these services shall be removed from Public Works' property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

P. Additional Responsibilities of the Contractor

1. Contractor's License

The Contractor shall maintain a valid California issued Well Drilling license, Contractor Classification C57, or alternatively a subcontractor of the Contractor shall maintain a valid California issued Well Drilling license, Contractor Classification C57.

2. Contractor's Staffing

- a. The Contractor shall designate a Project Manager for this service who must have a minimum of three years' experience providing well redevelopment services.
- b. The Contractor shall identify the employees, who will be performing the requested services. All superintendents, supervisors, or employees who perform chemical applications or well redevelopment services must have a minimum of three years' experience providing these services.

Q. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

R. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

S. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), The Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

T. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by the Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by the Contractor and the Director.
3. The County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by the Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

#### B. Assignment and Delegation

1. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written amendment to this Contract, which is formally approved and executed by the Contractor and the Board or if delegated by the Board, the Director and the Contractor. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale,

transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

C. Authorization Warranty

The Contractor represents and warrants that the person(s) executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, The County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. The County will review Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
3. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for the County approval.
4. If, at any time, the Contractor wishes to change Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
5. The Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. The Contractor shall defend, indemnify, and hold the County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. The Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position in the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting the Contractor to either contract termination for default or debarment proceedings or both. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified

former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN and GROW participants by category to the Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

The Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms, conditions and performance standards. The Contractor deficiencies, which the County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand. The County may deduct from any payment

otherwise due the Contractor for costs incurred by the County to make such repairs.

Q. Employment Eligibility Verification

1. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. The Contractor shall indemnify, defend, and hold harmless, the County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of the County, the County may agree to regard facsimile representations of original signatures of the Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Contractor and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this paragraph when so requested by County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate for default or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event the Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

The Contractor shall bring to the attention of the Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

- a. The Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Contract Manager. The County shall not unreasonably withhold such written consent.
- c. The Contractor may, without prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). The County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized

representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which the County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior written consent of the County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - a. A description of the work to be performed by the subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.
2. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
4. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County's right.
5. The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
6. The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
7. The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach of this warranty, the County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## SECTION 3

### TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, the Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Default

1. The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
  - a. The Contractor has materially breached this Contract; or
  - b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
  - c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
2. In the event the County terminates this Contract in whole or in part pursuant to this paragraph, the County may procure, upon such terms and in such manner, as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.
5. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, or entertainment, or tangible gifts.

E. Termination for Insolvency

1. The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under

the Federal Bankruptcy Code, and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

The Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyists or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

E. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

F. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. The Contractor shall:
  - a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
  - b. Upon request by the County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to the County;
  - c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor

conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

The Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

P. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. The County will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

R. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. The Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. The Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

#### B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or

its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract;
  - b. Clearly evidence all coverage required in this Contract;
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
  - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
  - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits: The Contractor shall report to County's Contract Manager:
  - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance, (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance, providing Workers' compensation benefits, as required by the Labor Code of the State of California or by any other State, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Property Coverage: Such insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
  - a. Personal Property: Automobiles and Mobile Equipment - Special form (all risk) coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.
5. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from worksite. The Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of the County contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for

an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If the Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 10

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2006)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)  
Cat. No. 205991



**No shame.  
No blame.  
No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gmy Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

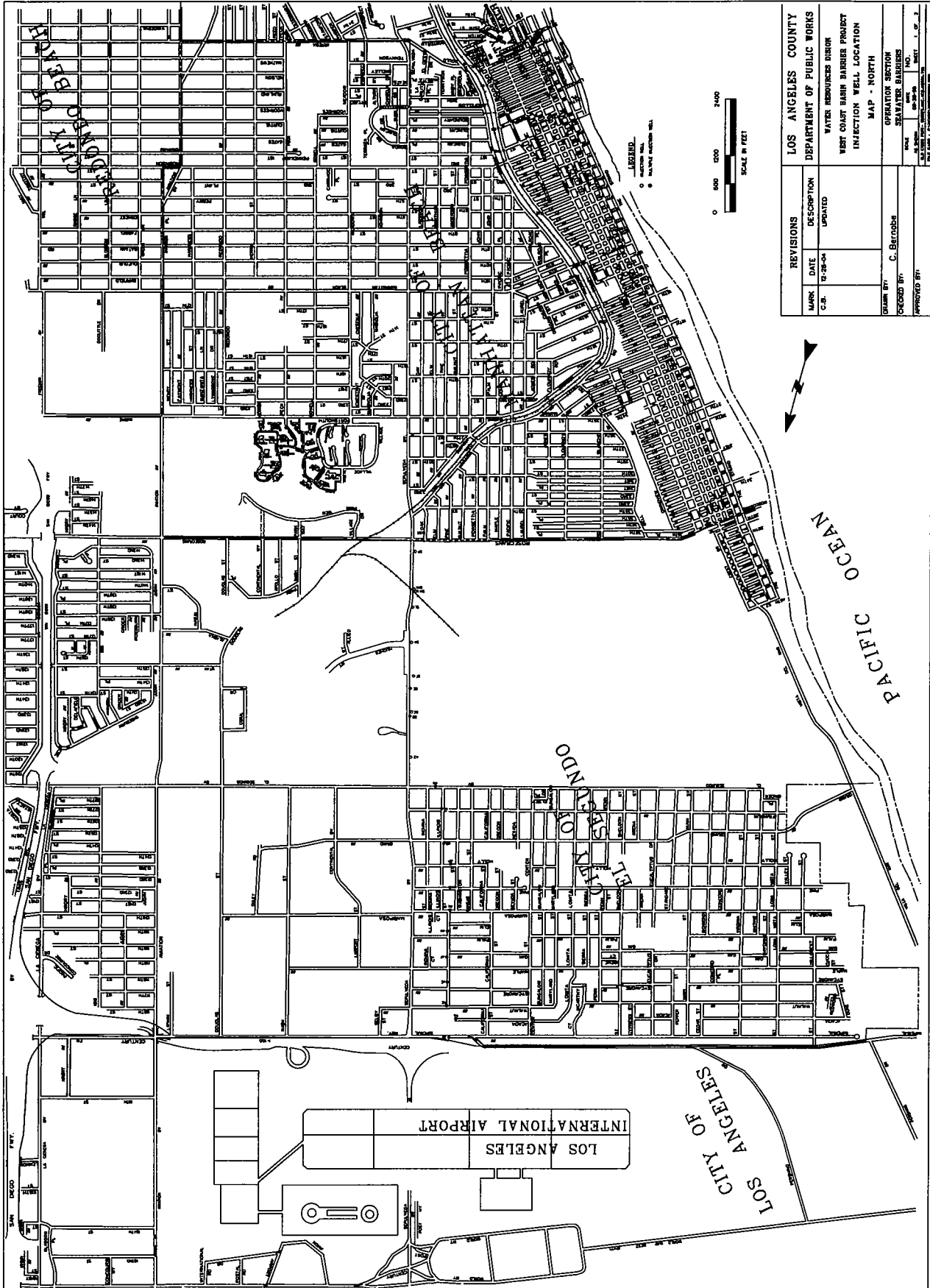
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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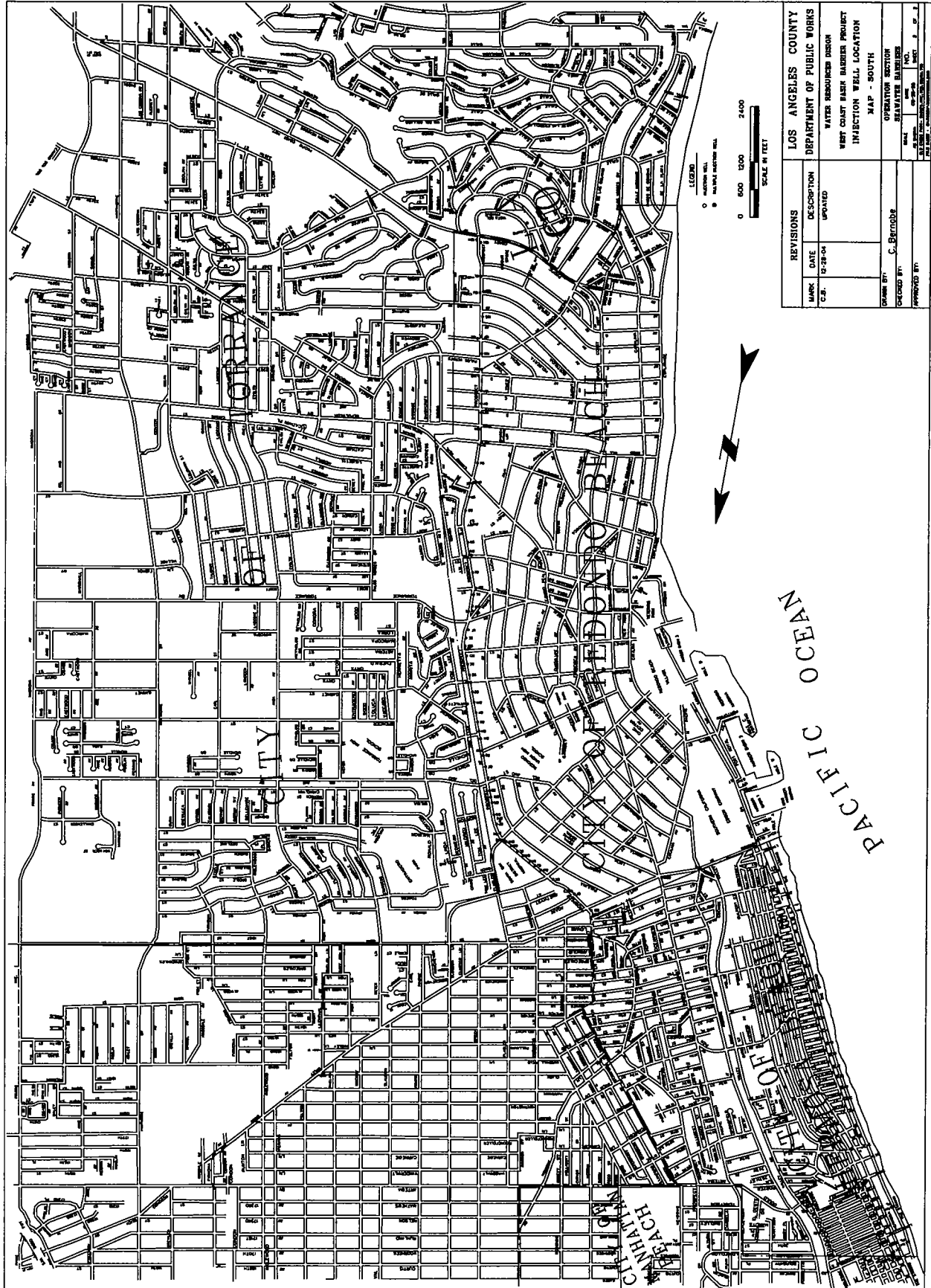
**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



REVISIONS		LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
MARK	DATE	DESCRIPTION	
C.B.	12-28-04	UPDATED	
		WATER RESOURCES DIVISION WEST COAST BAYWATER PROJECT INJECTION WELL LOCATION MAP - NORTH	
		OPERATION SECTION SEAWATER BARRIERS	
		DESIGNED BY: C. Berube	NO. 100
		CHECKED BY:	DATE: 12-28-04
		APPROVED BY:	DATE: 12-28-04



**EXHIBIT F**

### (A) Required Wells

[illegible]

# EXHIBIT F

## (B) Optional Wells

Project No.	FCD No.	Aquifer	Elevation at Well vault cover (ft MSL)	Casing Size (in)	Casing Material	Casing Depth (ft)	Top of 1st screen (ft)	Bottom of 1st screen (ft)	Top of 2nd screen (ft)	Bottom of 2nd screen (ft)	Total Screen length (ft)	
3Z	1306H	200	125.8	12	ASBESTOS CEMENT		3.0	-23.0			26	(a)
3Z	1306J	SIL	125.8	12	ASBESTOS CEMENT	304	-70.0	-161.0			91	(a)
4A	1307Q	200	121.3	12	ASBESTOS CEMENT		4.0	-22.0			26	
4A	1307Y	SIL	121.3	12	ASBESTOS CEMENT	312	-74.0	-164.0			90	
4C	1307R	200	127.9	12	ASBESTOS CEMENT		-7.0	-46.0			39	
4C	1307Z	SIL	127.9	12	ASBESTOS CEMENT	317	-85.0	-163.0			78	
4F	1307AB	SIL	120.6	12	ASBESTOS CEMENT	324	-73.0	-177.0			104	
4F	1307T	200	120.6	12	ASBESTOS CEMENT		-21.0	-34.0			13	
4K	1307AD	SIL	113.5	12	ASBESTOS CEMENT	277	-72.0	-137.0			65	
4K	1307V	200	113.5	12	ASBESTOS CEMENT		6.0	-33.0			39	
4M	1307AE	SIL	115.7	12	ASBESTOS CEMENT	299	-79.0	-157.0			78	
4M	1307W	200	115.7	12	ASBESTOS CEMENT		-27.0	-40.0			13	
4R	1308AB	200	109.3	12	ASBESTOS CEMENT	377	-4.0	-125.0			121	
4R	1308AF	SIL	109.3	12	ASBESTOS CEMENT		-216.0	-242.0			26	
4T	1308AG	SIL	108.4	12	ASBESTOS CEMENT	318	-105.0	-183.0			78	
5M1	1309AH	200	127.0	12	STEEL		-26.0	-41.0			15	
5M1	1309AI	SIL	127.0	12	STEEL		-71.0	-236.0			165	
5R	1309AD	200	170.1	12	ASBESTOS CEMENT	497	-40.0	-53.0			13	
5R	1309AL	SIL	170.1	12	ASBESTOS CEMENT		-79.0	-300.0			221	
7G	703H	2-S	58.3	12	ASBESTOS CEMENT	218	-42.0	-133.0			91	
7N	703K	SIL	151.7	12	ASBESTOS CEMENT	488	-128.0	-310.0			182	
7S	713F	SIL	132.3	12	ASBESTOS CEMENT	408	-146.0	-250.0			104	
7V	713G	SIL	160.9	12	ASBESTOS CEMENT	442	-99.0	-255.0			156	(a)
7Z	714S	SIL	154.5	12	ASBESTOS CEMENT	438	-63.0	-258.0			195	
8F	714K	SIL	192.7	12	ASBESTOS CEMENT	413	-78.0	-195.0			117	(a)
8F2	714AC	LSP	191.3	6	STAINLESS STEEL	622	-339.0	-420.0			81	
8G	714L	SIL	160.3	12	ASBESTOS CEMENT	373	-106.0	-187.0			81	(a)

# EXHIBIT F

8J	714M	SIL	140.4	12	ASBESTOS CEMENT	349	-52.0	-182.0			130	(a)
8J1	714AB	LSP	140.2	6	STAINLESS STEEL		-283.0	-374.0			91	
8K	714N	SIL	152.3	12	ASBESTOS CEMENT		-81.0	-172.0			91	
8P	724P	SIL	142.5	12	ASBESTOS CEMENT	323	-76.0	-167.0			91	
8P1	724Q	SIL	151.6	12	ASBESTOS CEMENT	338	-69.0	-160.0			91	(a)
8P2	724W	LSP	142.7	6	STAINLESS STEEL	620	-207.0	-467.0			260	
8S1	725BE	SIL	137.8	12	ASBESTOS CEMENT		-64.0	-155.0			91	(a)
8S1	725BF	LSP	137.8	12	ASBESTOS CEMENT	621	-246.0	-454.0			208	(a)
8U	725BH	SIL	131.2	12	ASBESTOS CEMENT	332	-71.0	-175.0			104	
8V1	725BL	SIL	132.9	12	ASBESTOS CEMENT	330	-54.0	-171.0			117	(a)
8W	725U	SIL	143.7	12	ASBESTOS CEMENT	309	-20.0	-137.0			117	
8Y1	725W	SIL	143.8	12	ASBESTOS CEMENT	346	-59.0	-176.0			117	
9B	725Y	SIL	144.6	12	ASBESTOS CEMENT	347	-46.0	-176.0			130	(a)
9C	725AF	SIL	148.4	12	ASBESTOS CEMENT		-62.0	-192.0			130	
9C	725AG	LSP	148.4	12	ASBESTOS CEMENT	627	-270.0	-452.0			182	
9D1	725BM	LSP	151.8	12	ASBESTOS CEMENT	675	-276.0	-497.0			221	
9E	726AB	SIL	148.4	12	ASBESTOS CEMENT		-88.0	-205.0			117	(b)
9J1	726AY	LSP	141.0	6	PVC PLASTIC	754	-294.0	-554.0			260	
9M1	726BB	LSP	158.3	6	STAINLESS STEEL	733	-363.0	-565.0			202	
9T1	726BA	LSP	142.2	12	ASBESTOS CEMENT	744	-433.0	-576.0			143	
9V	727AE	SIL	131.2	12	ASBESTOS CEMENT	533	-129.0	-376.0			247	
9Y	727AH	SIL	114.4	12	ASBESTOS CEMENT	569	-130.0	-429.0			299	
9Y1	727AV	LSP	112.0	12	ASBESTOS CEMENT	713	-510.0	-575.0			65	
10C	727AL	SIL	116.5	12	ASBESTOS CEMENT	523	-135.0	-382.0			247	
10E	727AU	LSP	86.7	12	ASBESTOS CEMENT	672	-390.0	-559.0			169	
10F	727AP	SIL	88.4	12	ASBESTOS CEMENT		-105.0	-300.0			195	(b)
10Q1	728AZ	LSP	155.8	6	STAINLESS STEEL	925	-602.0	-759.0			157	
<b>TOTAL Screen Length to be redeveloped (feet)</b>											<b>6,580</b>	
<b>TOTAL number of wells to be redeveloped</b>											<b>54</b>	

(a) Wells to be excluded during FY 08-09 contract period due to recent redevelopment in FY 05-06

(b) Wells to be excluded during FY 09-10 contract period due to recent redevelopment in FY 06-07



Winston H. Hickox  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board

## Los Angeles Region

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 1  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

### NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6092)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



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Gray Davis  
Governor

October 28, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Freemont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 0985

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER PROJECT UNIT 4, OAK AVENUE AND WASHINGTON STREET, EL SEGUNDO, CALIFORNIA (NPDES NO. CAG994005, CI-6092)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6092. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the ~~Permit Sheet~~ are applicable to your discharge. Discharge from the project drains to a coastal stream of Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6092 and NPDES No. CAG994005", which will assure that the reports are directed to the

## California Environmental Protection Agency

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Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 1)

- 2 -

October 28, 2003

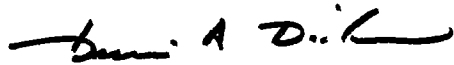
appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0107 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6092  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of El Segundo, Department of Public Works, Stormwater Management Division

/jt

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**State of California**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LOS ANGELES REGION**  
**320 West 4th Street, Suite 200, Los Angeles**  
**FACT SHEET**  
**WASTE DISCHARGE REQUIREMENTS**  
**FOR**  
**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**  
**(West Coast Basin Barrier Project, Unit 1)**  
**NPDES NO. CAG994005**  
**CI-6092**

**FACILITY LOCATION**

Oak Ave. & Washington Street  
El Segundo, CA 90278

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 1 is located at Oak Avenue & Washington Street in City of El Segundo. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically last one to two weeks. Up to 144,000 gallons of groundwater is discharged to two storm drain outfalls. Outfall No. 01 and No. 02 are located at (Latitude 33°55' 34", Longitude 118° 23'53"), and (Latitude 33°55' 47", Longitude 118° 24'03"), respectively. Discharge to the storm drains flow to the L.A. County Flood Control Channel thence to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E-2 are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

of Order  
R4-2003-0108

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD, 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

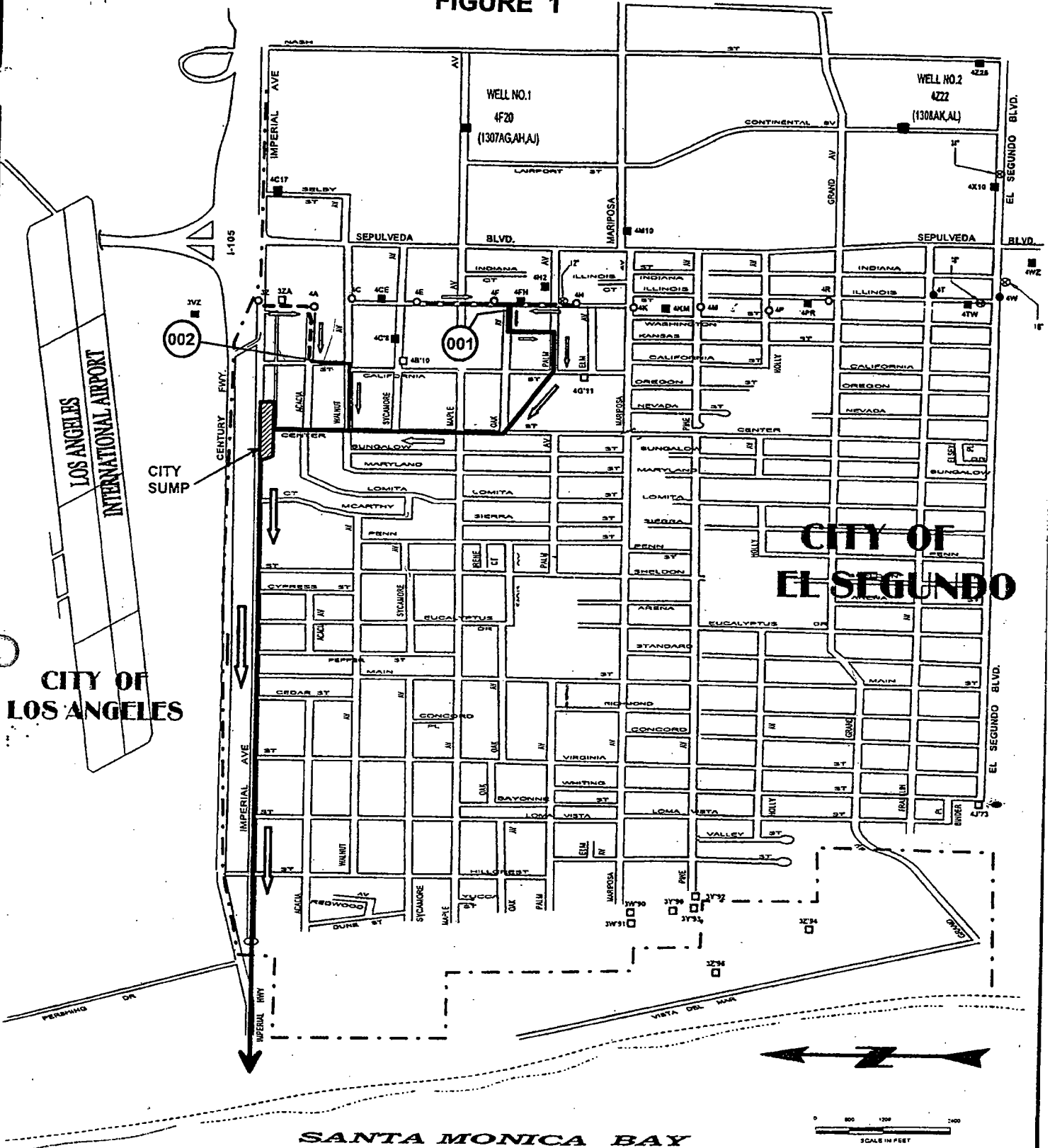
### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

# FIGURE 1



## LEGEND

- OBSERVATION WELL
- INJECTION WELL
- MULTIPLE OBS. WELL
- MULTIPLE INJECTION WELL
- ⊗ MAINLINE VALVE
- △ PUMPING WELL (NOT ACTIVE)
- - - L.A.C.F.C.D. PERMANENT DISPOSAL PIPELINE
- STORM DRAIN STORM WATER TRANSPORT SYSTEM - L.A.C.F.C.D. NUMBER
- (N) NPDES - DISCHARGE SERIAL NUMBER



LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS

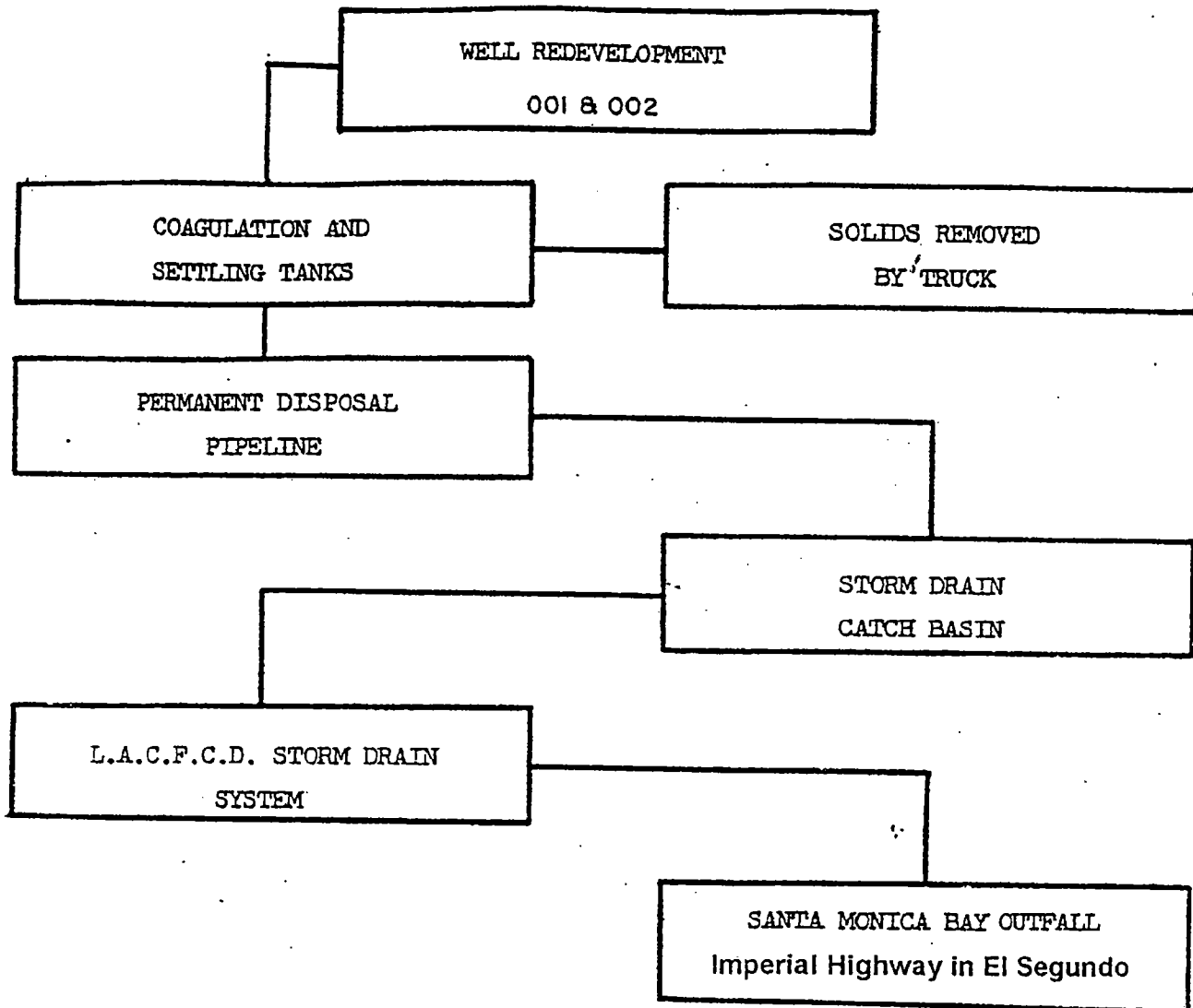
WEST COAST BASIN BARRIER PROJECT  
UNIT 1 on Oak & Washington St.

WELL LOCATIONS  
NPDES - LOCATIONS

CAG994001 / ORDER 97-045 / C16092

DATE: 3-25-02 CHECKED BY: W. F. SAUNDERS SHEET 1 of 1

FIGURE 2



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCHEMATIC OF WATER FLOW WEST COAST BASIN  
BARRIER PROJECT CITY OF EL SEGUNDO  
LOS ANGELES COUNTY, CALIFORNIA  
WELL 3Z TO WELL 4H

CAG994001 / ORDER 97-045 / CI6092

Map By:

WS

Date:

3/13/02

UNIT 1

Oak & Washington St.

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6092  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 1)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

II. SAMPLE COLLECTION REQUIREMENTS

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

III. EFFLUENT MONITORING REQUIREMENTS

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	psk	grab	annually

(\*)  
pre-screening  
IV.

#### EFFLUENT TOXICITY TESTING

→ % Survival of fish

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

#### V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
- a. If the number of measurements ( $n$ ) is odd, then the median will be calculated as  $= X_{(n+1)/2}$ , or
  - b. If the number of measurements ( $n$ ) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
- 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 1)

CI-6092

No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:



Dennis A. Dickerson  
Executive Officer

Date: October 28, 2003

/jt



# California Regional Water Quality Control Board

## Los Angeles Region



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 2  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

**NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385  
(NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6093)**

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.



Winston H. Hickox  
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# California Regional Water Quality Control Board

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Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 28, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 0992

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE  
ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS  
ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER  
PROJECT, UNIT 2, PALM AVENUE AND FLOURNOY ROAD, REDONDO BEACH,  
CALIFORNIA (NPDES NO. CAG994005, CI-6093)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6093. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of the Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6093 and NPDES No. CAG994005", which will assure that the reports are directed to the

### **California Environmental Protection Agency**

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Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 2)

- 2 -

October 28, 2003

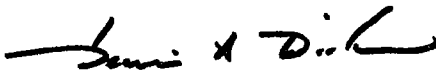
appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0107 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

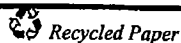
Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6093  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of Redondo Beach, Department of Public Works, Stormwater Management Division

/jt

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**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION  
320 West 4th Street, Suite 200, Los Angeles  
FACT SHEET  
WASTE DISCHARGE REQUIREMENTS  
FOR  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 2)  
NPDES NO. CAG994005  
CI-6093**

**FACILITY LOCATION**

Palm Ave. & Flournoy Road  
Redondo Beach, CA 90278

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 2 is located at Palm Avenue & Flournoy Road in City of Redondo Beach. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment project approximately once every two years. Discharge during the well redevelopment typically last one to two weeks. Up to 144,000 gallons of groundwater is discharged to two storm drain outfalls. Outfall No. 01 and No. 02 are located at (Latitude 33°55' 45", Longitude 118° 24'03"), and (Latitude 33°55' 36", Longitude 118° 18'08"), respectively. Discharge to the storm drains flow to the L.A. County Flood Control Channel thence to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

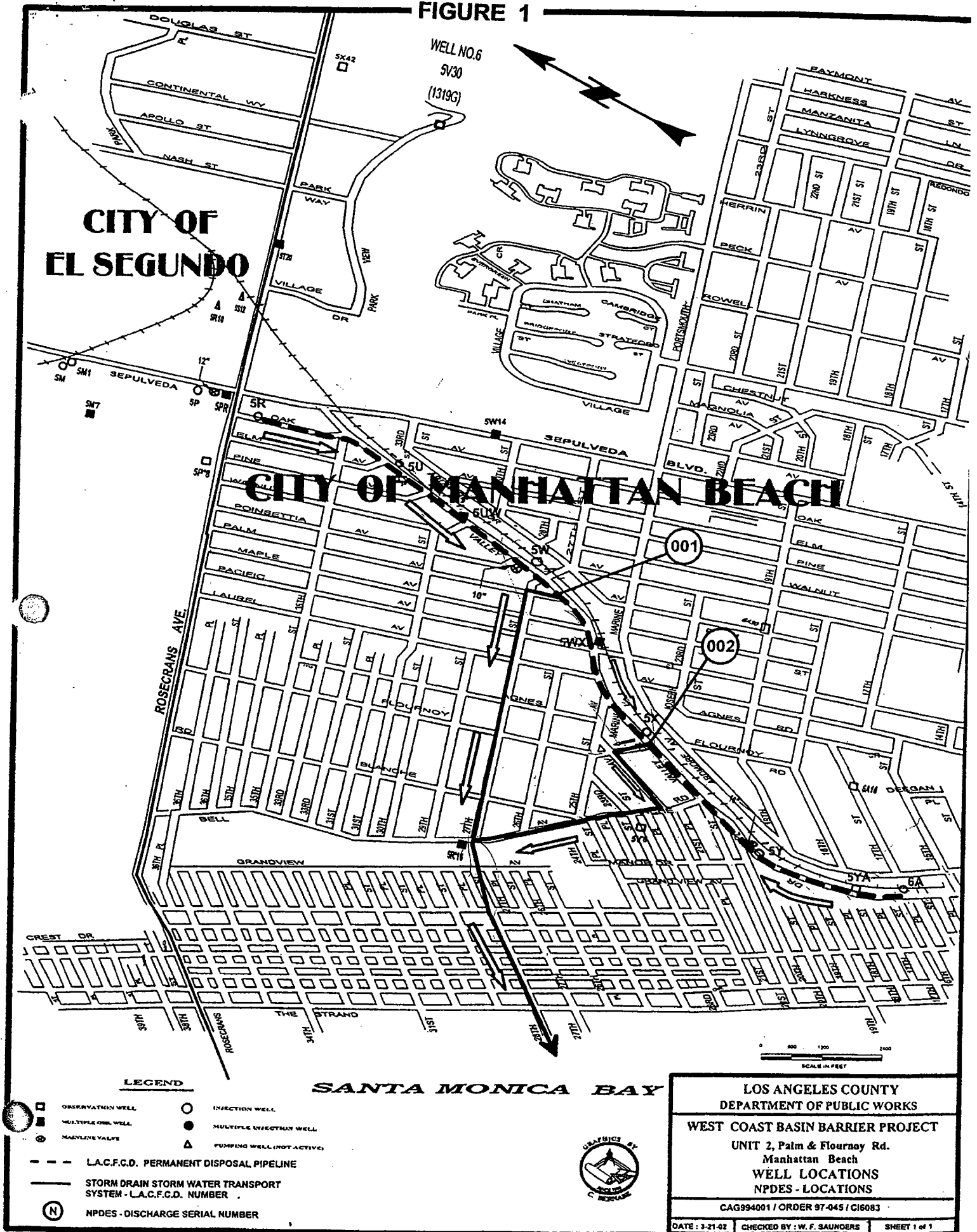
#### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

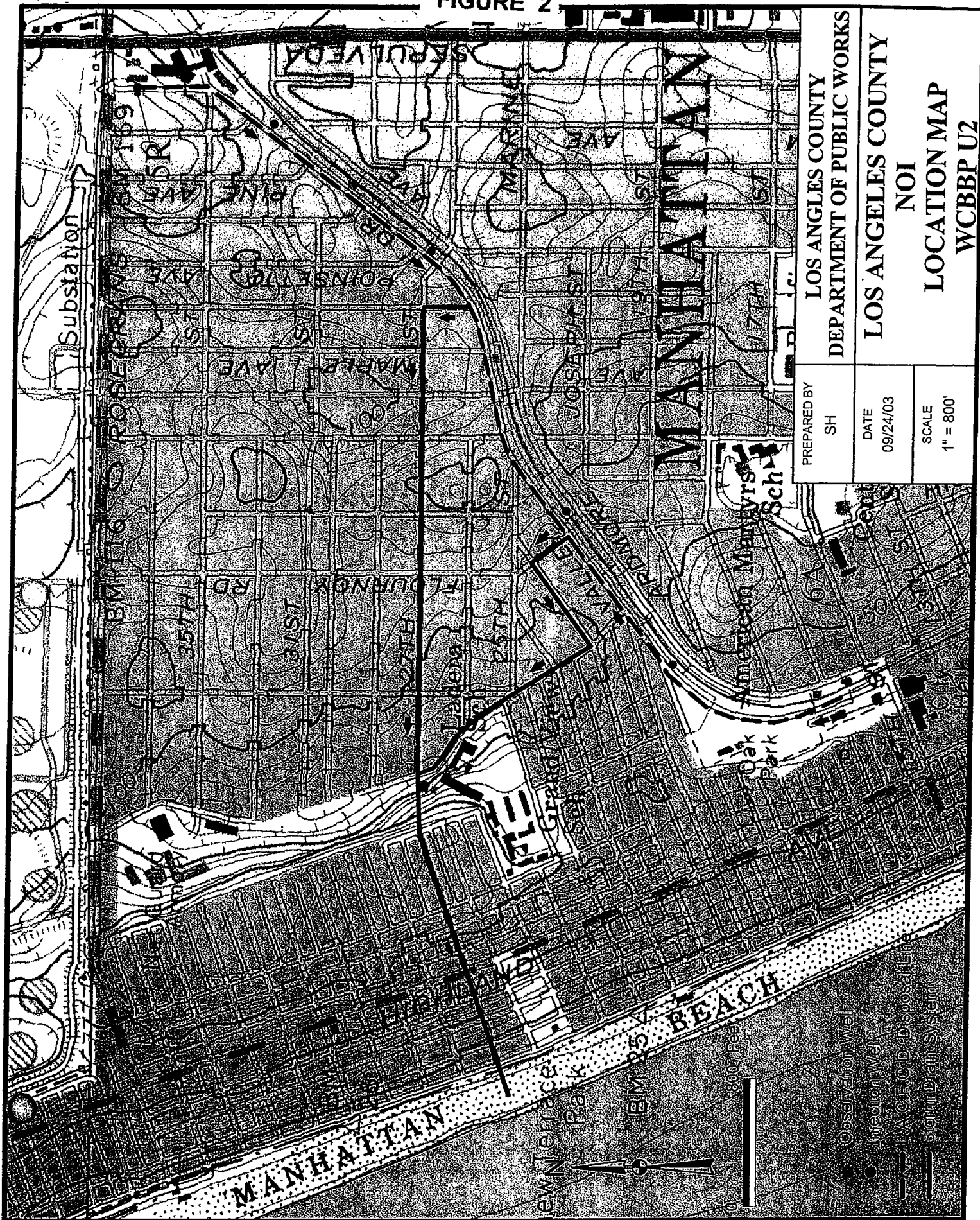
#### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

**FIGURE 1**



## FIGURE 2



**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6093  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 2)  
NPDES NO. CAG994005**

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- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
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- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

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- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
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If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

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pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 2)

See letter on front of folder (2)  
one test per each penitencia  
CI-6093

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Turbidity	NTU	grab	once per discharge event
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*. October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

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- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
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- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
  - a. If the number of measurements (n) is odd, then the median will be calculated as  $X_{(n+1)/2}$ , or
  - b. If the number of measurements (n) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
  - 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 2)

CI-6093

No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:



Dennis A. Dickerson  
Executive Officer

Date: October 28, 2003

/jt



# California Regional Water Quality Control Board

## Los Angeles Region

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 3&4  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

### NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6094)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.



Winston H. Hickox  
Secretary for  
Environmental  
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# California Regional Water Quality Control Board Los Angeles Region

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Gray Davis  
Governor

October 29, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Freemont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 1005

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER PROJECT, UNIT 3 & 4, VALLEY DRIVE, MANHATTAN BEACH, CALIFORNIA (NPDES NO. CAG994005, CI-6094)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6094. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6094 and NPDES No. CAG994005", which will assure that the reports are directed to the

## California Environmental Protection Agency

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Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 3 & 4)

- 2 -

October 29, 2003

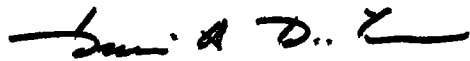
appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0108 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6094  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of Manhattan Beach, Department of Public Works

/jt

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Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

**State of California**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LOS ANGELES REGION**  
**320 West 4th Street, Suite 200, Los Angeles**  
**FACT SHEET**  
**WASTE DISCHARGE REQUIREMENTS**  
**FOR**  
**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**  
**(West Coast Basin Barrier Project, Unit 3 & 4)**  
**NPDES NO. CAG994005**  
**CI-6094**

**FACILITY LOCATION**

Valley Drive  
Manhattan Beach, CA

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 3 & 4 are located at Valley Drive in City of Manhattan Beach. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically last one to two weeks. Up to 144,000 gallons of groundwater is discharged to various storm drain outfalls.

<u>Outfall</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Receiving Waterbody</u>
#1	33°53'11"	118°24'33"	Pacific Ocean
#2	33°52'27"	118°23'53"	Pacific Ocean
#3	33°52'11"	118°23'47"	Pacific Ocean
#4	33°51'05"	118°23'44"	Pacific Ocean
#5	33°51'57"	118°23'40"	Pacific Ocean
#6	33°51'56"	118°23'27"	Pacific Ocean
#7	33°51'04"	118°23'27"	Pacific Ocean

Discharge to the storm drains flow to the coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern

in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

#### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

#### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

FIGURE 1

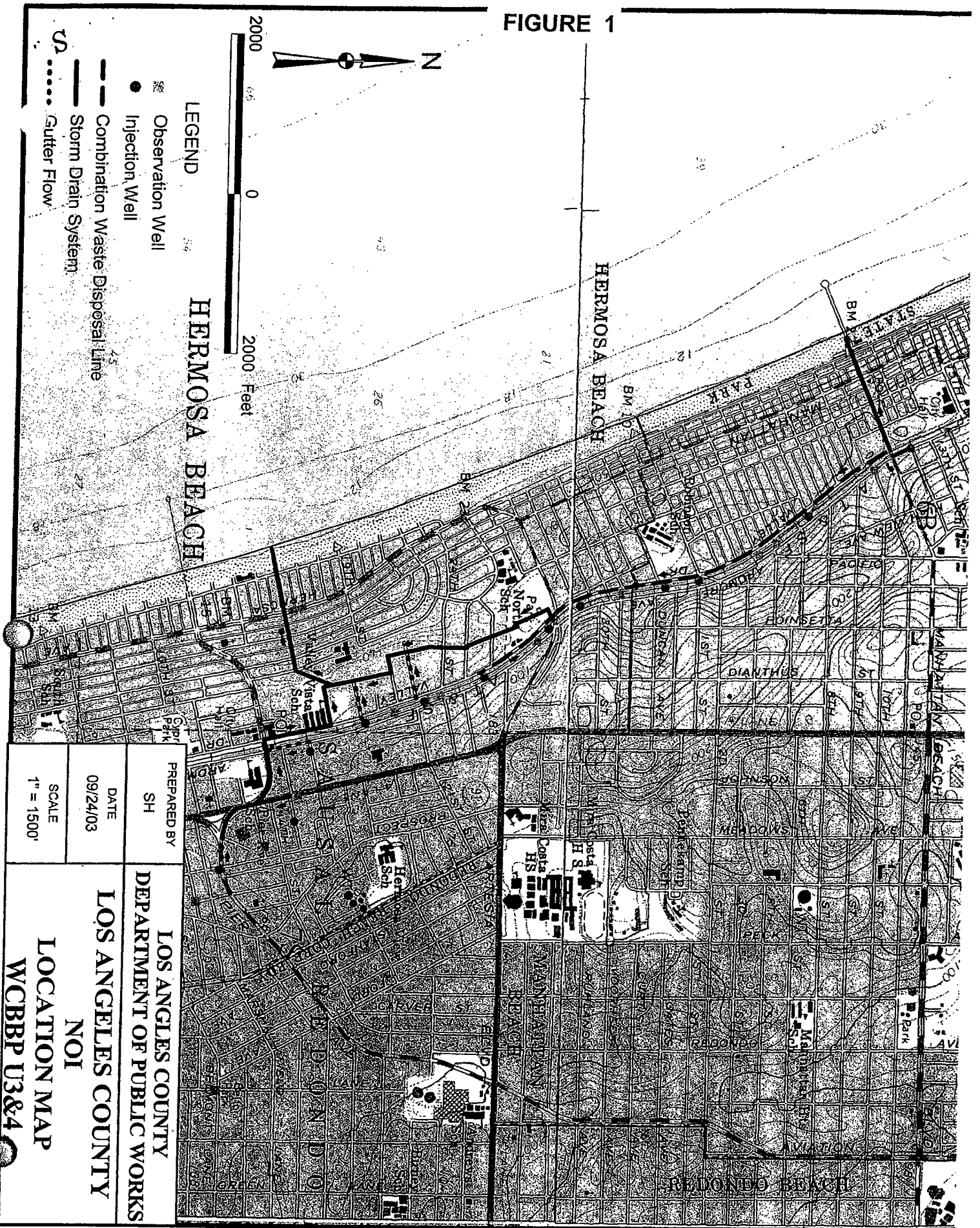
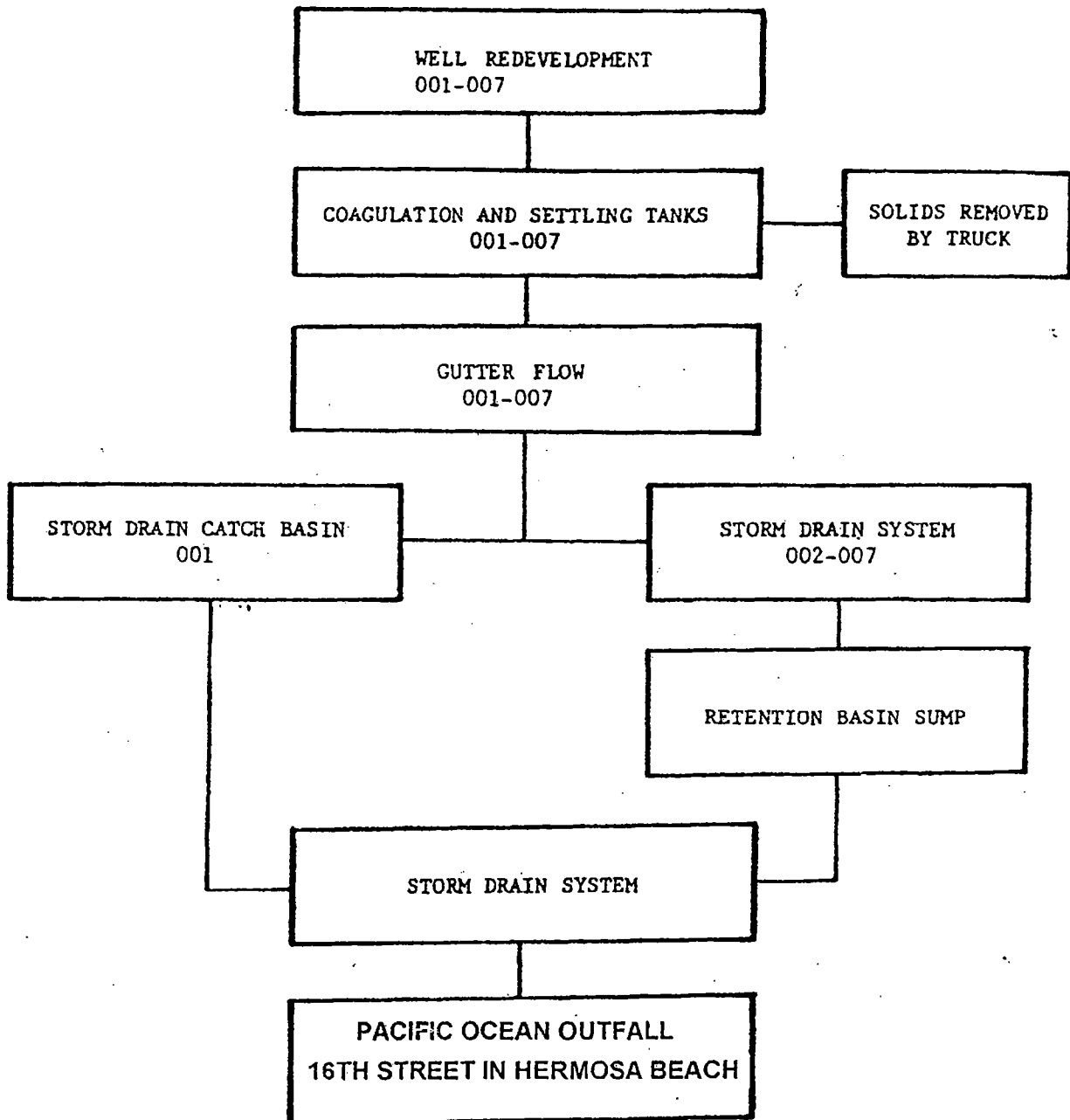


FIGURE 2



WELL 6B TO WELL 7S

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCHEMATIC OF WATER FLOW  
WEST COAST BASIN BARRIER PROJECT  
CITY OF MANHATTAN BEACH  
LOS ANGELES COUNTY, CALIFORNIA

Map By:  
WS

Date:  
3/13/02

Units 3&4 Valley Drive

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6094  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 3 & 4)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

## II. SAMPLE COLLECTION REQUIREMENTS

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

## III. EFFLUENT MONITORING REQUIREMENTS

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

#### V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
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When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

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- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
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Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 3 & 4)

CI-6094


No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

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Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:

  
Dennis A. Dickerson  
Executive Officer

Date: October 29, 2003

/jt



# California Regional Water Quality Control Board

## Los Angeles Region

Wlaston H. Hickox  
Secretary for  
Environmental  
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Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
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Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 5  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

### NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6096)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.



# California Regional Water Quality Control Board

## Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

S. Adams  
Agency Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

October 2, 2006

Mr. Rod Kubomoto, Assistant Deputy Director  
County of Los Angeles Department of Public Works  
900 S. Fremont Avenue  
Alhambra, CA 91903-1331

Certified Mail  
Return Receipt Requested  
Claim No. 7001 1140 0000 1129 6197

Dear Mr. Kubomoto:

**REVISED GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS – COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, WEST BASIN BARRIER PROJECT, UNIT 5, VALLEY DRIVE, HERMOSA BEACH & REDBEAM AVENUE, REDONDO BEACH, CALIFORNIA (NPDES NO. CAG994005, CI-6096)**

In our letter dated October 29, 2003, we authorized the discharge of groundwater from the aforementioned project under the NPDES General Permit No. CAG994005, Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System Permit (NPDES) and Waste Discharge Requirements for Discharges of Groundwater From Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003.

We have received and reviewed your September 2, 2006, submittal requesting to modify your coverage under the general NPDES permit for the above-referenced project. The modification is necessary to add two new outfalls to the project. We have no objection to including the two additional outfalls under the general permit.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and Monitoring and Reporting Program No. CI-6096. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Table with the enclosed revised Fact Sheet are applicable to your discharge. The groundwater discharge drains to a coastal stream of the Pacific Ocean. Therefore, the discharge limitations listed in Attachment B. are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6096 and NPDES No. CAG994005", which will assure that the reports are directed to the appropriate file and staff. Also, please do not combine other reports with your monitoring reports. Submit each type of report as a separate document.

***California Environmental Protection Agency***



Recycled Paper

*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

Mr. Rod Kubomoto  
County of Los Angeles Department of Public Works  
(West Coast Basin Barrier Project, Unit 5)  
Page 2

-2-

October 2, 2006

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2003-0108 only to the applicant. For those on the mailing list, please refer to the Board Order sent to you previously or download a copy of the Order from our website at: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Jonathan S. Bishop  
Executive Officer

Enclosures

Revised Fact Sheet  
Monitoring and Reporting Program No. CI-6096  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
Philip Isorena, State Water Resources Control Board, NPDES Unit  
Department of Fish and Game, Region 5  
Los Angeles County Department of Public Works, Flood Control and Drainage  
Los Angeles County Department of Environmental Program  
City of Hermosa Beach, Department of Public Works  
Lee Solomon, Tetra Tech

/jt

***California Environmental Protection Agency***



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**State of California**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LOS ANGELES REGION**  
**320 West 4th Street, Suite 200, Los Angeles**  
**REVISED FACT SHEET**  
**WASTE DISCHARGE REQUIREMENTS**  
**FOR**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**  
**(West Coast Basin Barrier Project, Unit 5)**  
**ORDER NO. R4-2003-0108**  
**NPDES NO. CAG994005**  
**CI-6096**

**FACILITATION LOCATION**

Valley Drive, Hermosa Beach, CA  
Redbeam Avenue, Redondo Beach, CA

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The County of Los Angeles Department of Public Works (LACDPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LACDPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. General NPDES Permit No. CAG 994005 (Order No. R4-2003-0108) was issued to LACDPW on October 29, 2003, for discharge of well development water to the Los Angeles County Flood Control Channel through Outfall Nos.1 through 6. This Fact Sheet is being revised to include coverage under the general NPDES Permit for discharge of groundwater from two additional outfalls, No.7 and No.8, to substitute for discharge from Outfall No. 5 which is no longer receives well development wastewater.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LACDPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically last one to two weeks. Up to 144,000 gallons per day of groundwater is discharged to various storm drain outfalls listed below.

Outfall	Latitude	Longitude
1	33°51'39"	118°23'18"
2	33°51'31"	118°23'29"
3	33°52'25"	118°23'27"
4	33°51'16"	118°23'25"
5	33°51'10"	118°22'41"
6	33°50'42"	118°22'22"
7	33°51'09"	118°22'33"
8	33°51'05"	118°22'43"

October 2, 2006

Discharge to the storm drains flow to the Los Angeles County Flood Control Channel thence to the coastal stream of the Pacific Ocean, a water of the United States. The outfalls location is shown as Figure 1.

### APPLICABLE EFFLUENT LIMITATIONS

Based on the information provided, the following constituents in the Table below have been determined to show reasonable potential to exist in the discharge. The groundwater discharge flows to L.A. County Flood Control Channel thence to the coastal stream of the Pacific Ocean; therefore, the discharge limitations specified in Attachment B are not applicable to the discharge.

This Table lists the specific constituents and effluent limitations applicable to the discharge.

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Turbidity	NTU	grab	once per discharge event
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event

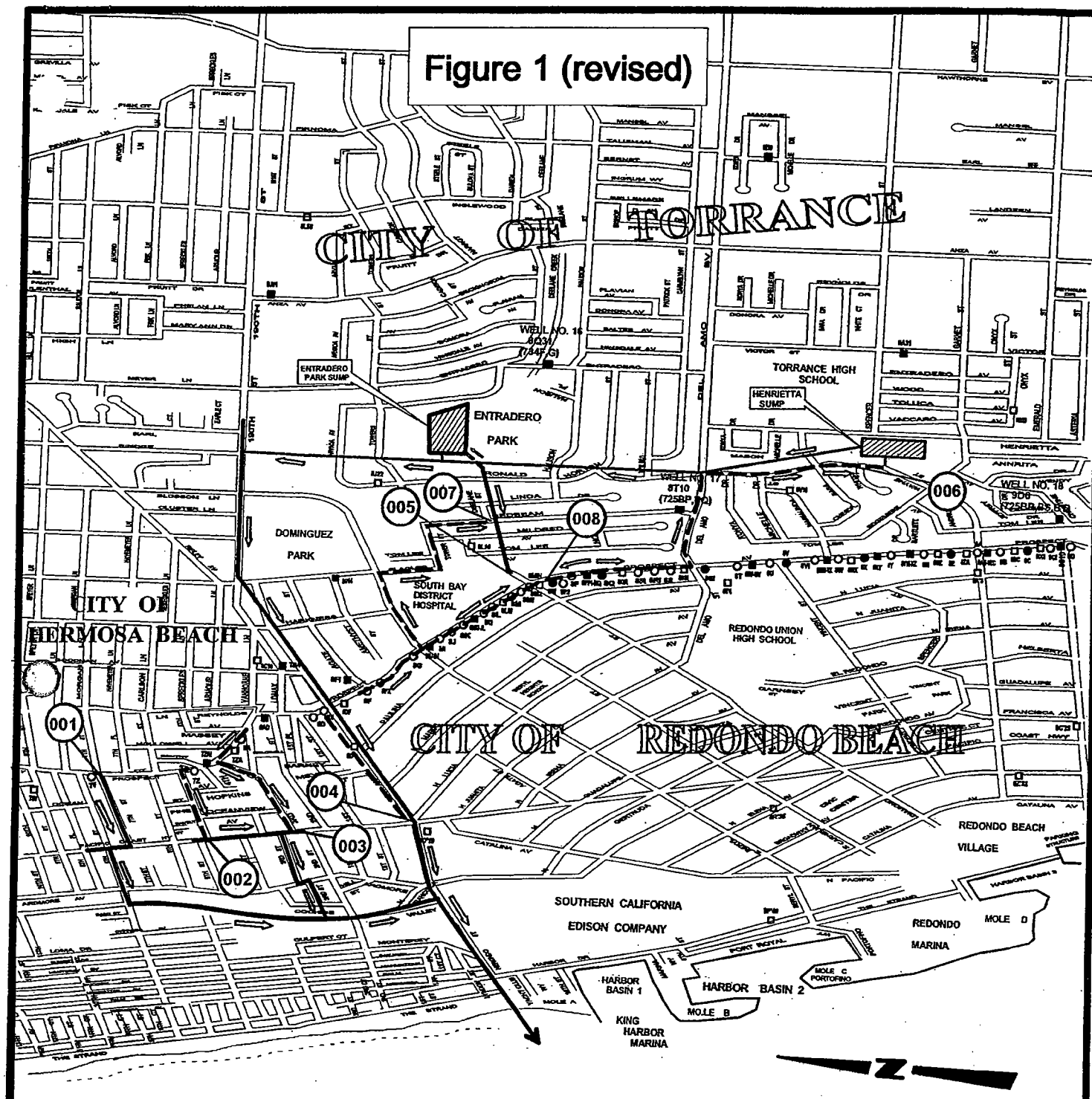
### FREQUENCY OF DISCHARGE

The intermittent discharge occur approximately once every two years.

### REUSE OF WATER

It is not economically feasible to haul all the groundwater for off-site disposal. It is not feasible to discharge the water to the sanitary sewer system. There are no other feasible reuse options for the short duration discharges. Therefore, the groundwater will be discharged to the flood control channel in compliance with the requirements of the attached order.

Figure 1 (revised)



**LEGEND**

- OBSERVATION WELL
- INJECTION WELL
- MULTIPLE OBS. WELL
- MULTIPLE INJECTION WELL
- ⊗ MAINLINE VALVE
- △ PUMPING WELL (NOT ACTIVE)

- GUTTER FLOW TO CATCH BASIN
- . - PERMANENT DISPOSAL LINE
- STORM DRAIN STORM WATER TRANSPORT SYSTEM

(N) NPDES - DISCHARGE SERIAL NUMBER



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
WEST COAST BASIN BARRIER PROJECT UNIT 5 - PROSPECT AVE. HERMOSA BEACH WELL LOCATIONS NPDES - LOCATIONS	
CAG994005 / ORDER R4-2003-0108 / C16096	DATE: 9-14-08
DRAWN BY: C. BERNABE	REVISED BY: M. FRARY
SHEET 1 of 1	

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6096  
for  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 5)  
Order No. R4-2003-0108 (SERIES NO. 066)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15

- B. The first monitoring report under this Program is due by February 15, 2007. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet and the test results must meet all applicable limitations of Order No. R4-2003-0108. [This requirement does not apply to existing discharges]

## II. SAMPLE COLLECTION REQUIREMENTS

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

## III. EFFLUENT MONITORING REQUIREMENTS

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	continuously <sup>1</sup>
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, First Edition, August 1995 (EPA/600-R-95/136).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

<sup>1</sup> Record the monthly total flow and report the calculated daily average flow and monthly flow in the quarterly reports.

V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.
- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
- a. If the number of measurements ( $n$ ) is odd, then the median will be calculated as  $= X_{(n+1)/2}$ , or
  - b. If the number of measurements ( $n$ ) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]/2$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

VII. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:

1. Name and general composition of the chemical,
2. Frequency of use,
3. Quantities to be used,
4. Proposed discharge concentrations, and
5. EPA registration number, if applicable.

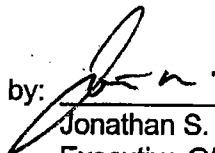
No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

VIII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger makes a request and the request is justified by statistical trends of monitoring data submitted. However, monitoring frequency may also increase based on site-specific conditions.

Ordered by:

  
Jonathan S. Bishop  
Executive Officer

Date: October 2, 2006

/jt



Winston H. Hickox  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board Los Angeles Region

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 6  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

## NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6097)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

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Winston H. Hickox  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board Los Angeles Region

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Gray Davis  
Governor

October 30, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 1029

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE  
ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS  
ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER  
PROJECT UNIT 6, PROSPECT AVENUE, REDONDA BEACH, CALIFORNIA (NPDES NO.  
CAG994005, CI-6097)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6097. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of the Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6097 and NPDES No. CAG994005", which will assure that the reports are directed to the

### **California Environmental Protection Agency**

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 6)

- 2 -

October 30, 2003

appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0108 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6097  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of Redondo Beach, Department of Public Works

/jt

**California Environmental Protection Agency**

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION  
320 West 4th Street, Suite 200, Los Angeles  
FACT SHEET  
WASTE DISCHARGE REQUIREMENTS  
FOR  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 6)  
NPDES NO. CAG994005  
CI-6097**

**FACILITY LOCATION**

Prospect Avenue  
Redondo Beach, CA 90278

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 6 is located at Prospect Avenue in City of Redondo Beach. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically lasts one to two weeks. Up to 144,000 gallons of groundwater is discharged to two storm drain outfalls. Outfall No. 01 and No. 02 are located at (Latitude 33°50' 44", Longitude 118° 22'51"), and (Latitude 33°50' 35", Longitude 118° 22'50"), respectively. Discharge is to the L.A. County Flood Control Channel, thence to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

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Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

#### FREQUENCY OF DISCHARGE

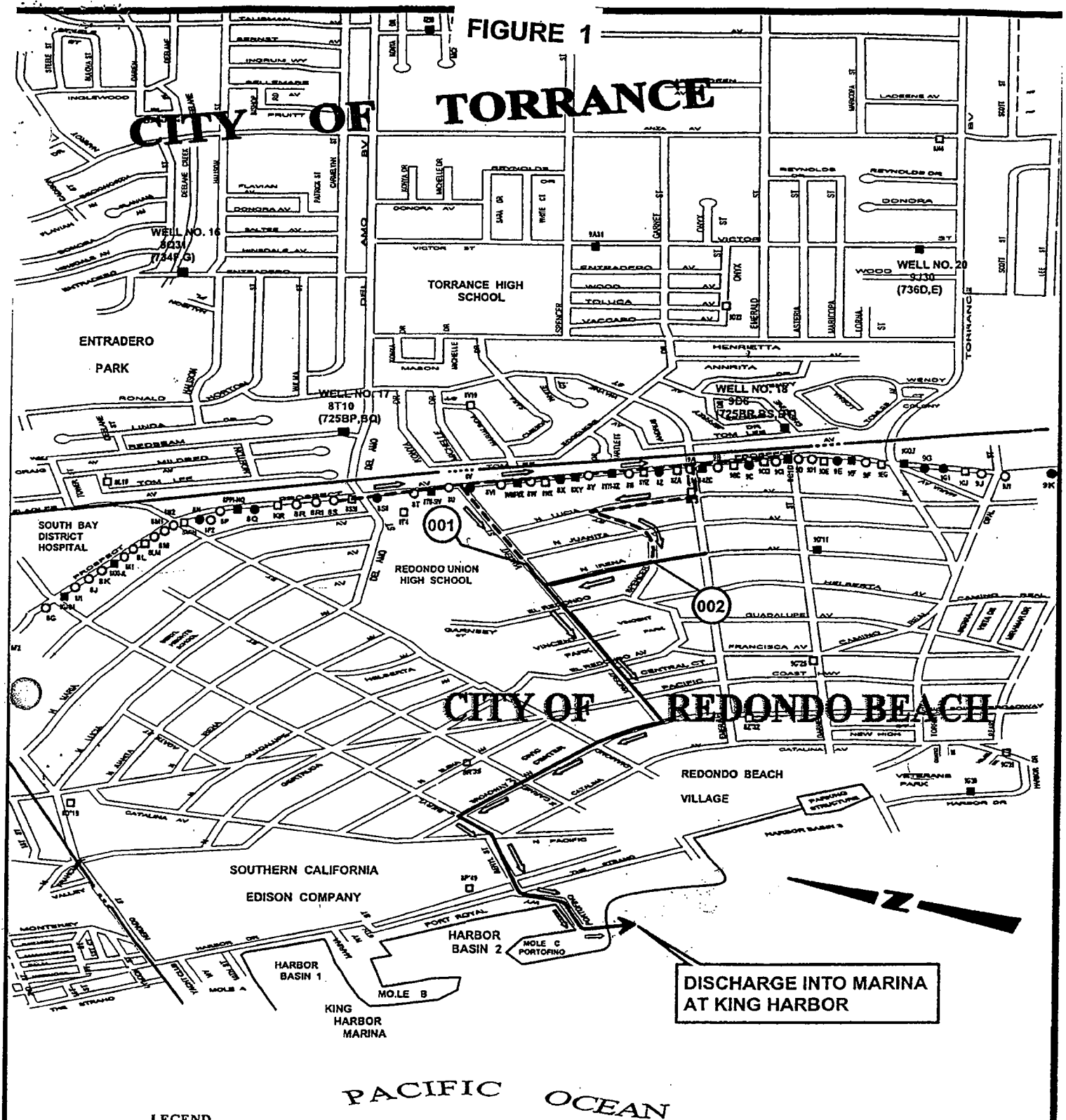
The intermittent discharge occurs approximately once every two years.

#### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

FIGURE 1

# CITY OF TORRANCE



## LEGEND

- OBSERVATION WELL
- INJECTION WELL
- MULTIPLE OBS. WELL
- MULTIPLE INJECTION WELL
- ⊗ MAINLINE VALVE
- △ PUMPING WELL (NOT ACTIVE)

- GUTTER FLOW
- STORM DRAIN STORM WATER TRANSPORT SYSTEM

(N) NPDES - DISCHARGE SERIAL NUMBER

GRAPHICS BY



C. BERNABE

0 600 1200 2400  
SCALE IN FEET

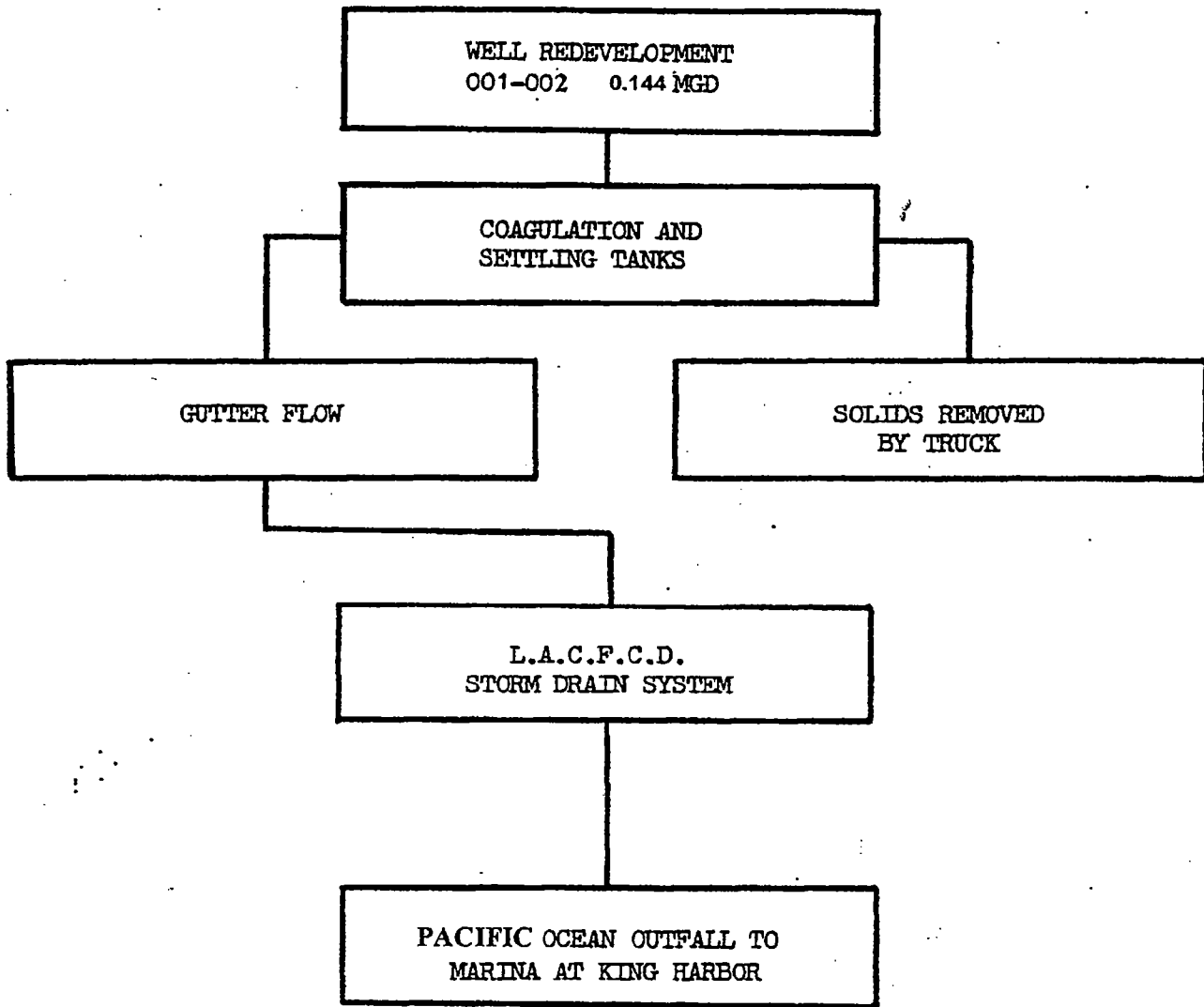
DISCHARGE INTO MARINA  
AT KING HARBOR

LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WEST COAST BASIN BARRIER PROJECT  
UNIT 6- PROSPECT AVE.  
REDONDO BEACH  
WELL LOCATIONS  
NPDES - LOCATIONS

CAG994001 / ORDER 97-045 / C16097

DATE: 3-28-02 CHECKED BY: W. F. SAUNDERS SHEET 1 of 1

FIGURE 2



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCHEMATIC OF WATER FLOW  
WEST COAST BASIN BARRIER PROJECT  
CITY OF REDONDO BEACH  
LOS ANGELES COUNTY, CALIFORNIA  
WELL 8S, TO WELL 9C,  
SHEET 1 of 1

Map By:

WS

Date:

3/13/02

UNIT 6 - PROSPECT AVE,  
REDONDO BEACH

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6097  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 6)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

II. SAMPLE COLLECTION REQUIREMENTS

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

III. EFFLUENT MONITORING REQUIREMENTS

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*. October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

#### V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
- a. If the number of measurements (n) is odd, then the median will be calculated as  $= X_{(n+1)/2}$ , or
  - b. If the number of measurements (n) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
- 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 6)

CI-6097

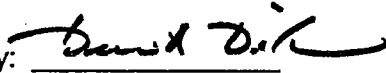
No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:



Dennis A. Dickerson  
Executive Officer

Date: October 30, 2003

/jt



# California Regional Water Quality Control Board

## Los Angeles Region

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 7  
900 S. Fremont Ave  
Alhambra, CA 918031331

Dear Permittee:

**NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385  
(NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6098)**

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge in compliance with waste discharge requirements. This section should clearly list all non-compliance with discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

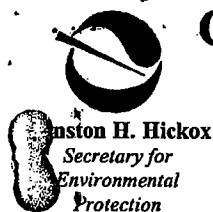
cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

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# California Regional Water Quality Control Board

## Los Angeles Region

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320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



October 30, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 1036

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE  
ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS  
ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER  
PROJECT UNIT 7, PROSPECT AVENUE, REDONDO BEACH, CALIFORNIA (NPDES NO.  
CAG994005, CI-6098)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6098. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of the Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6098 and NPDES No. CAG994005", which will assure that the reports are directed to the

### **California Environmental Protection Agency**

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Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 7)

- 2 -

October 30, 2003

appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0108 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

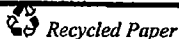
Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6098  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of Redondo Beach, Department of Public Works

/jt

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FOR  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 7)  
NPDES NO. CAG994005  
CI-6098**

**FACILITY LOCATION**

Prospect Avenue  
Redondo Beach, CA

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 7 is located at Prospect Avenue in the City of Redondo Beach. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically lasts one to two weeks. Up to 144,000 gallons of groundwater is discharged to various storm drain outfalls.

<u>Outfall</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Receiving Waterbody</u>
#1	33°50'16"	118°22'55"	Pacific Ocean
#2	33°50'08"	118°22'51"	Pacific Ocean
#3	33°50'00"	118°22'34"	Pacific Ocean
#4	33°49'52"	118°22'39"	Pacific Ocean
#5	33°49'42"	118°22'44"	Pacific Ocean

Discharge to the L.A. County Flood Control Channel flows to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds

in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	—

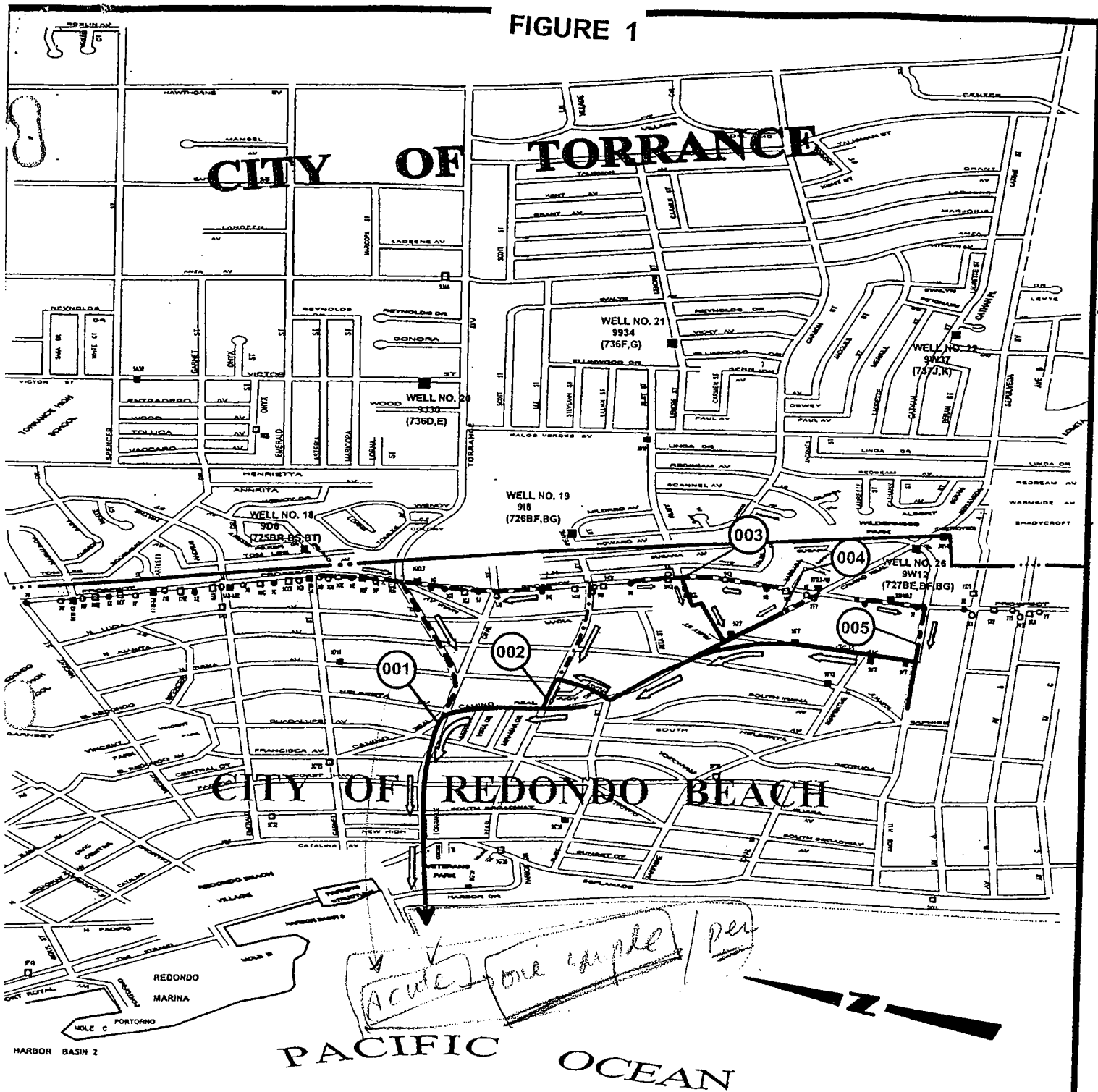
#### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

#### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

FIGURE 1



**LEGEND**

- OBSERVATION WELL
- INJECTION WELL
- MULTIPLE OBS. WELL
- MULTIPLE INJECTION WELL
- ⊗ MAINLINE VALVE
- △ PUMPING WELL (NOT ACTIVE)

- COMBINATION WASTE DISPOSAL PIPELINE
- GUTTER FLOW

- STORM DRAIN STORM WATER TRANSPORT SYSTEM

- (N) NPDES - DISCHARGE SERIAL NUMBER

GRAPHICS BY



C. BERNABE

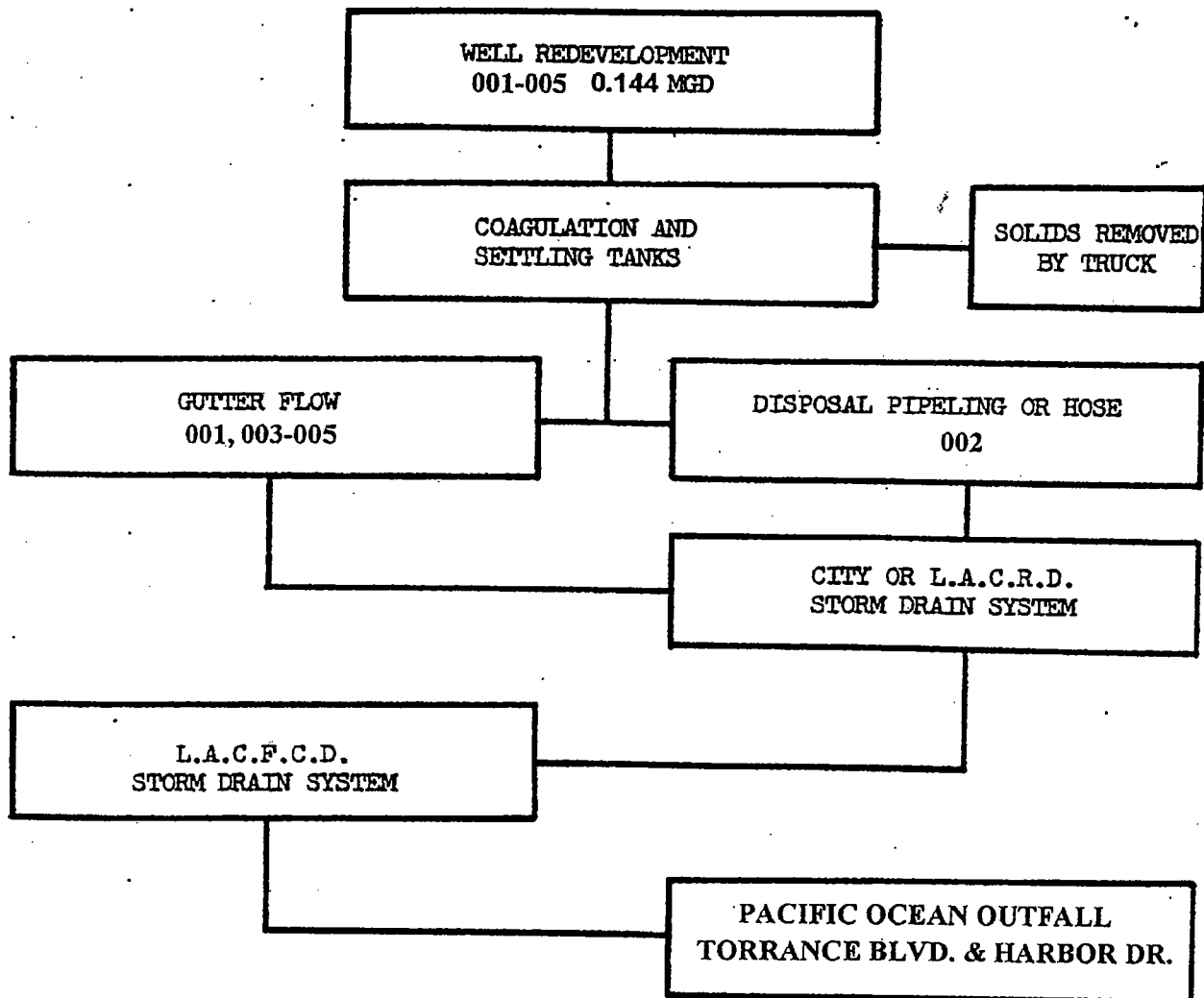
LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WEST COAST BASIN BARRIER PROJECT  
REDONDO BEACH  
UNIT 7 - PROSPECT AVE.  
WELL LOCATIONS  
NPDES - LOCATIONS

CAG994001 / ORDER 97-045 / C16098

DATE: 3-28-02 CHECKED BY: Wm. F. SAUNDERS

SHEET 1 of 1

FIGURE 2



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCHEMATIC OF WATER FLOW  
WEST COAST BASIN BARRIER PROJECT  
CITY OF REDONDO BEACH  
LOS ANGELES COUNTY, CALIFORNIA  
WELL 9D TO WELL 9V,  
CAG994001 / ORDER No. 97-045 / CI6098

Map By:

WS

Date:

3/13/02

UNIT 7 - PROSPECT AVE,  
REDONDO BEACH

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6098  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 7)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

## II. SAMPLE COLLECTION REQUIREMENTS

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

## III. EFFLUENT MONITORING REQUIREMENTS

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

#### V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents -- If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median -- in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
- a. If the number of measurements (n) is odd, then the median will be calculated as  $= X_{(n+1)/2}$ , or
  - b. If the number of measurements (n) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
- 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 7)

CI-6098

No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:

  
Dennis A. Dickerson  
Executive Officer

Date: October 30, 2003

/jt



**Winston H. Hickox**  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board

## Los Angeles Region

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



**Gray Davis**  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 8  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

### NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6099)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer

cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

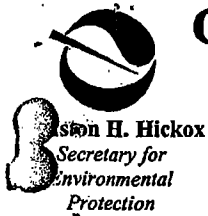
### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



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Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.



# California Regional Water Quality Control Board Los Angeles Region

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 1043

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER PROJECT, UNIT 8, PROSPECT AVENUE, REDONDO BEACH, CALIFORNIA (NPDES NO. CAG994005, CI-6099)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6099. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of the Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6099 and NPDES No. CAG994005", which will assure that the reports are directed to the

### *California Environmental Protection Agency*

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Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 8)

- 2 -

October 30, 2003

appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0108 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6099  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of Redondo Beach, Department of Public Works

/jt

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**State of California**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LOS ANGELES REGION**  
**320 West 4th Street, Suite 200, Los Angeles**  
**FACT SHEET**  
**WASTE DISCHARGE REQUIREMENTS**  
**FOR**  
**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**  
**(West Coast Basin Barrier Project, Unit 8)**  
**NPDES NO. CAG994005**  
**CI-6099**

**FACILITY LOCATION**

Prospect Avenue  
Redondo Beach, CA

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 8 is located at Prospect Avenue in City of Redondo Beach. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically lasts one to two weeks. Up to 144,000 gallons of groundwater is discharged to various storm drain outfalls.

<u>Outfall</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Receiving Waterbody</u>
#1	33°49'37"	118°22'37"	Pacific Ocean
#2	33°49'34"	118°22'37"	Pacific Ocean
#3	33°49'30"	118°22'37"	Pacific Ocean
#4	33°49'26"	118°22'37"	Pacific Ocean
#5	33°49'19"	118°22'37"	Pacific Ocean
#6	33°49'14"	118°22'37"	Pacific Ocean
#7	33°49'15"	118°22'37"	Pacific Ocean
#8	33°49'13"	118°22'37"	Pacific Ocean
#9	33°49'09"	118°22'37"	Pacific Ocean
#10	33°49'03"	118°22'56"	Pacific Ocean

Discharge to the L.A. County Flood Control Channel flows to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

### APPLICABLE EFFLUENT LIMITATIONS

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

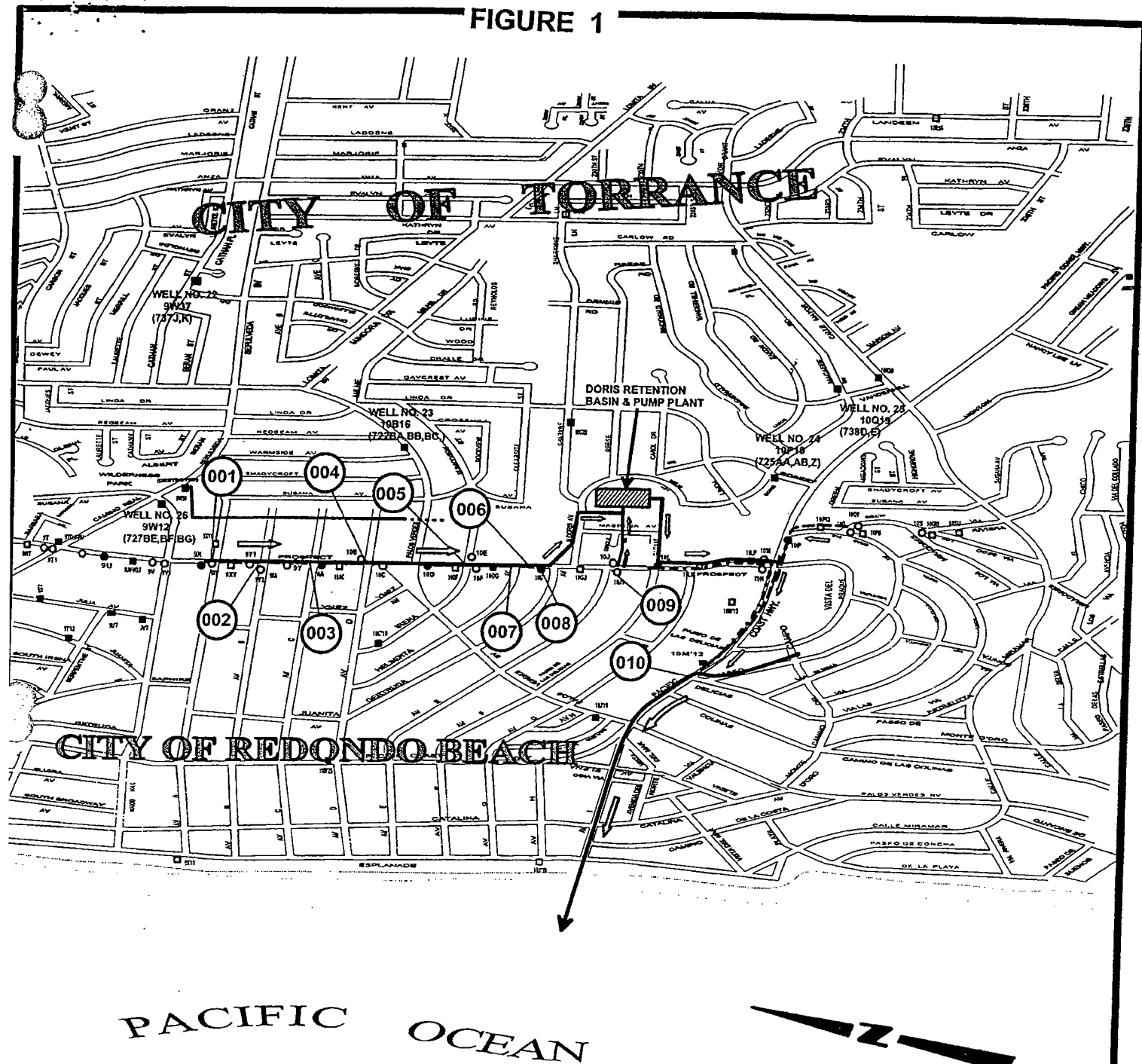
### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

FIGURE 1



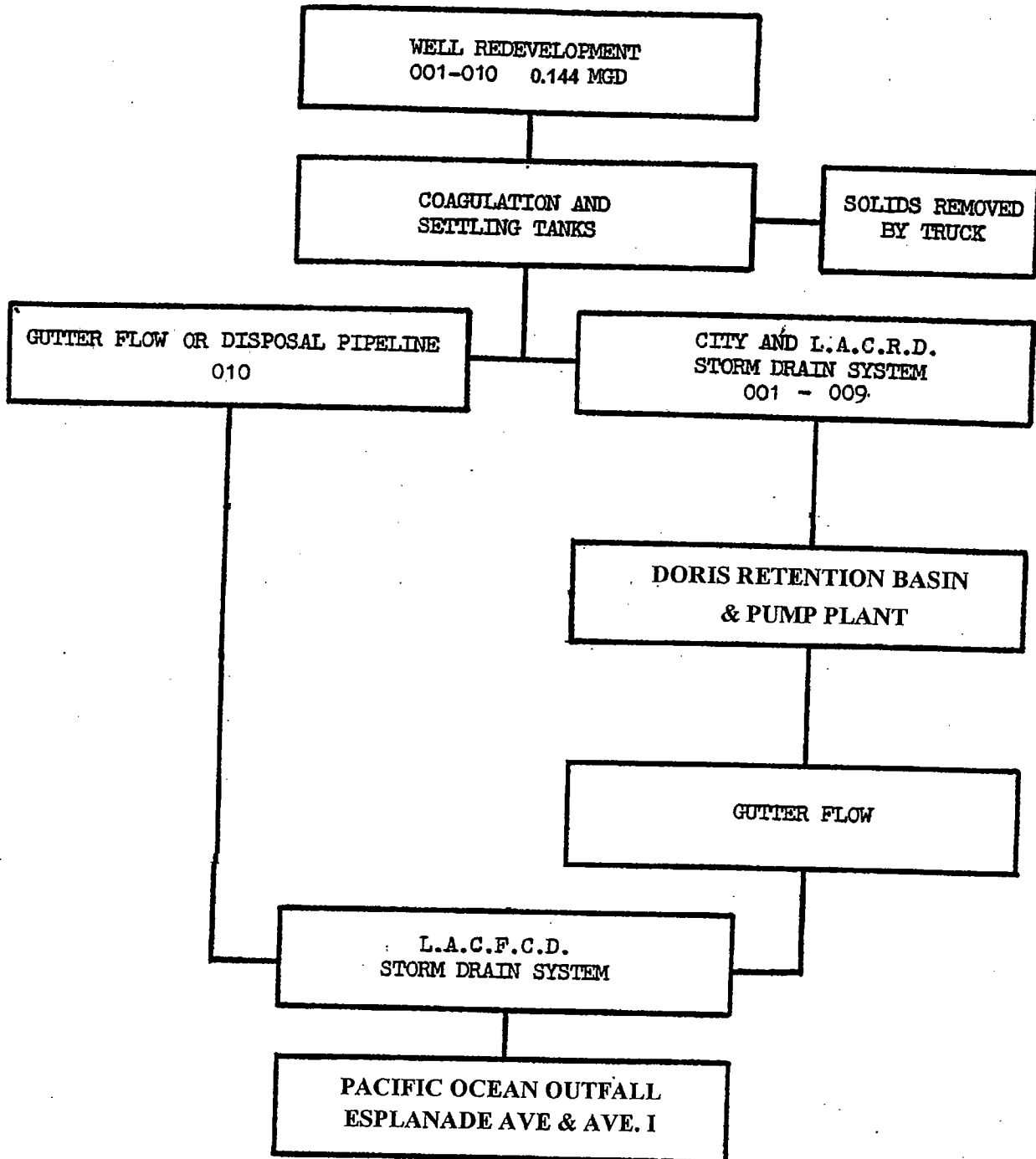
LEGEND

- OBSERVATION WELL
- INJECTION WELL
- MULTIPLE OBS. WELL
- MULTIPLE INJECTION WELL
- ⊗ MAINLINE VALVE
- △ PUMPING WELL (NOT ACTIVE)
- - - WASTE DISPOSAL PIPELINE
- - - GUTTER FLOW
- STORM DRAIN - STORM WATER TRANSPORT SYSTEM
- (N) NPDES - DISCHARGE SERIAL NUMBER

0 600 1200 2400  
SCALE IN FEET

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
WEST COAST BASIN BARRIER PROJECT REDONDO BEACH UNIT 8 - PROSPECT AVE. WELL LOCATIONS NPDES - LOCATIONS	
CAG994001 / ORDER 97-045 / C16099	DATE: 4-02-02
DRAWN BY: C. BERNABE	CHECKED BY: Wm. F. SAUNDERS
SHEET 1 of 1	

FIGURE 2



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCHEMATIC OF WATER FLOW  
WEST COAST BASIN BARRIER PROJECT  
CITIES OF REDONDO BEACH AND TORRANCE  
LOS ANGELES COUNTY, CALIFORNIA  
WELL 9X TO WELL 10S

CAG994001 / ORDER No. 97-045 / CI6099

Map By:

WS

Date:

3/13/02

UNIT 8 - PROSPECT AVE,  
REDONDO BEACH

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6099  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 8)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

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October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
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- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

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- A. Daily samples shall be collected each day.
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- D. Quarterly samples shall be collected in February, May, August, and November.
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- F. Annual samples shall be collected in November.

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- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
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  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 8)

CI-6099

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids LAB	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C LAB	mg/L	grab	once per discharge event
Settleable Solids on site	ml/L	grab	once per discharge event
Residual chlorine LAB	mg/L	grab	once per discharge event
Acute Toxicity LAB	µg/L	grab	annually

IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topsmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topsmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
  - a. If the number of measurements (n) is odd, then the median will be calculated as  $X_{(n+1)/2}$ , or
  - b. If the number of measurements (n) is even, then the median will be calculated as  $[X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for “Not Detected” (ND) and the estimated concentration for “Detected, but Not Quantified” (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
  - 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 8)

CI-6099

No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:



Dennis A. Dickerson  
Executive Officer

Date: October 30, 2003

/jt



# California Regional Water Quality Control Board

## Los Angeles Region

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Over 50 Years Serving Coastal Los Angeles and Ventura Counties  
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

October 30, 2003

Gary Hildebrand  
LA CO DPW, Water Resources Div, West Coast Barrier Proj, 9  
900 S. Fremont Ave.  
Alhambra, CA 918031331

Dear Permittee:

### NOTIFICATION OF REVISION TO THE CALIFORNIA WATER CODE § 13385 (NPDES PERMIT NO. CAG994001, ORDER NO. 97-045, CI NO. 6778)

On September 29, 2003 Assembly Bill (AB) 1541 was signed into law by Governor Gray Davis and will become effective on January 1, 2004. AB 1541 will add § 13385.1 to the California Water Code (CWC) which classifies a failure to file a required monitoring report for each complete period of 30 days following the deadline for submitting the report a "serious violation" subject to a minimum penalty of \$3,000 for each 30-day period a report is not submitted. This penalty is mandatory and serious violations will be addressed through enforcement actions by this Regional Board.

You are advised to review your monitoring submittal procedures to ensure that reports are complete and submitted in a timely fashion. Failure to submit the required reports in a timely manner shall result in the imposition of civil liability penalties by the Regional Board. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first. It is recommended that each monitoring report contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section should clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.

The Regional Board is sending this notification to all NPDES Permittees. However, to save printing and postage costs, only one copy of the notification is being sent to those on the mailing list. Please contact Hugh Marley at (213) 620-6375 if you have any questions regarding the matter.

Sincerely,

Dennis A. Dickerson  
Executive Officer



cc: Mr. Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board  
Mr. James Maughan, Division of Water Quality, State Water Resources Control Board  
Mr. Bill Paznokas, Department of Fish and Game  
Ms. Vera Melnyk-Vecchio, Drinking Water Field Operations Branch, Region IV, Cal.-DHS  
Mr. John Curphey, Drinking Water Field Operations Branch, Region V, Cal.-DHS

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.



# California Regional Water Quality Control Board

## Los Angeles Region



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Gray Davis  
Governor

October 30, 2003

Mr. Reza Izada  
Water Resources Division  
Los Angeles County DPW  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7002 2030 0006 2095 1050

Dear Mr. Izada:

**CONTINUATION OF COVERAGE UNDER GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS - LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, WEST COAST BASIN BARRIER PROJECT, UNIT 9, EL SEGUNDO BOULEVARD, EL SEGUNDO, CALIFORNIA (NPDES NO. CAG994005, CI-6778)**

We have completed our review of your Notice of Intent (NOI) form, and analytical results of representative groundwater samples that you submitted in order to continue enrollment under the General NPDES Permit. Discharge of groundwater generated from redevelopment of the seawater intrusion barrier injection wells at the above-referenced site is currently regulated under NPDES General Permit No. CAG994001 (Order No. 97-045) adopted by this Regional Board on May 12, 1997.

Based on the information provided, we have determined that discharge of groundwater meets the conditions to be regulated under Order No. R4-2003-0108, *General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Potable Water Supply Wells to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties*, adopted by this Board on August 7, 2003. Your existing enrollment under NPDES Permit No. CAG994001, Order No. 97-045, which was issued to you on June 30, 1997, is superseded by this new permit that terminated your coverage under Order No. 97-045.

Enclosed are your Waste Discharge Requirements, which also serve as your General NPDES Permit, consisting of Order No. R4-2003-0108 and revised Monitoring and Reporting Program No. CI-6778. The discharge limitations in Part E.1. of Order No. R4-2003-0108 for the specific constituents listed on the Fact Sheet are applicable to your discharge. Discharge from the project drains to a coastal stream of the Pacific Ocean, therefore, the discharge limitations in Attachment B are not applicable to your discharge.

The Monitoring and Reporting Program requires you to implement the monitoring program on the effective date of coverage under this permit. All monitoring reports should be sent to the Regional Board, ATTN: Information Technology Unit. When submitting monitoring or technical reports to the Regional Board per these requirements, please include a reference to "Compliance File No. CI-6778 and NPDES No. CAG994005", which will assure that the reports are directed to the

### California Environmental Protection Agency

\*\*\*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption\*\*\*  
\*\*\*For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>\*\*\*



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Reza Izadi  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 9)

- 2 -

October 30, 2003

appropriate file and staff. Also, please do not combine your discharge monitoring reports with other reports. Submit each type of report as a separate document.

In order to avoid future annual fees, please submit written notification when the project has been completed and the permit is no longer needed.

We are sending Board Order No. R4-2002-0108 only to the applicant. For those on the mailing list, please refer to the Board Order previously sent to you. A copy of the Order will be furnished to anyone who requests it, or it can be obtained at our web site address: [http://www.swrcb.ca.gov/~rwqcb4/html/permits/general\\_permits.html](http://www.swrcb.ca.gov/~rwqcb4/html/permits/general_permits.html).

If you have any questions, please contact Dr. James Tang at (213) 576-6696.

Sincerely,



Dennis A. Dickerson  
Executive Officer

Enclosures: Fact Sheet  
Monitoring and Reporting Program No. 6778  
Order No. R4-2003-0108, General NPDES Permit No. CAG994005

cc: Environmental Protection Agency, Region 9, Clean Water Act Standards and  
Permits Office (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
James Maughan, Division of Water Quality, State Water Resources Control Board  
Michael Lauffer, Office of the Chief Counsel, State Water Resources Control Board  
California Department of Health Services, Drinking Water and Field Operations Branch  
Department of Fish and Game, Region 5  
Los Angeles County, Department of Public Works, Flood Control and Drainage  
Los Angeles County, Department of Environmental Programs Division  
City of El Segundo, Department of Public Works, Stormwater Management Division

/jt

**California Environmental Protection Agency**

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 Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

**State of California**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LOS ANGELES REGION**  
**320 West 4th Street, Suite 200, Los Angeles**  
**FACT SHEET**  
**WASTE DISCHARGE REQUIREMENTS**  
**FOR**  
**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**  
**(West Coast Basin Barrier Project, Unit 9)**  
**NPDES NO. CAG994005**  
**CI-6778**

**FACILITY LOCATION**

El Segundo Boulevard  
El Segundo, CA 90278

**FACILITY MAILING ADDRESS**

900 S. Fremont Avenue  
Alhambra, CA 91803-1331

**PROJECT DESCRIPTION**

The Los Angeles County Department of Public Works (LADPW) injects freshwater into the local drinking water aquifers to prevent seawater intrusion. LADPW periodically redevelops the injection wells and discharges the wastewater to the storm drain. Project Unit 9 is located at El Segundo in City of El Segundo. Well redevelopment water is stored in a 1,500 gallon capacity settling tank then transferred into a 5,000 gallon tank for final clarification and settling to remove solids and floating materials prior to discharge.

**VOLUME AND DESCRIPTION OF DISCHARGE**

LADPW conducts the well redevelopment approximately once every two years. Discharge during the well redevelopment typically lasts one to two weeks. Up to 144,000 gallons of groundwater is discharged to two storm drain outfalls. Outfall No. 01 and No. 02 are located at (Latitude 33°55' 10", Longitude 118° 23'47"), and (Latitude 33°54' 59", Longitude 118° 23'53"), respectively. Discharge to the storm drains flows to the L.A. County Flood Control Channel, thence to a coastal stream of the Pacific Ocean, a water of the United States. The site location and waste flow diagram are shown as Figures 1 & 2.

**APPLICABLE EFFLUENT LIMITATIONS**

Based on the information provided, the analytical data did not show reasonable potential for toxics to exist in groundwater above the Screening Levels for Potential Pollutants of Concern in Potable Groundwater in Attachment A. Therefore, the effluent limits for toxic compounds in Section E.2. are not applicable to the discharge. The discharge flows to a coastal stream of the Pacific Ocean; therefore, the discharge limitations in Attachment B are not applicable to the discharge.

This table lists the specific constituents and effluent limitations applicable to the discharge.

Constituents	Units	Discharge Limitations	
		Daily Maximum	Monthly Average
Total Suspended Solids	mg/L	150	50
Turbidity	NTU	150	50
BOD <sub>5</sub> 20°C	mg/L	30	20
Settleable Solids	ml/L	0.3	0.1
Residual Chlorine	mg/L	0.1	---

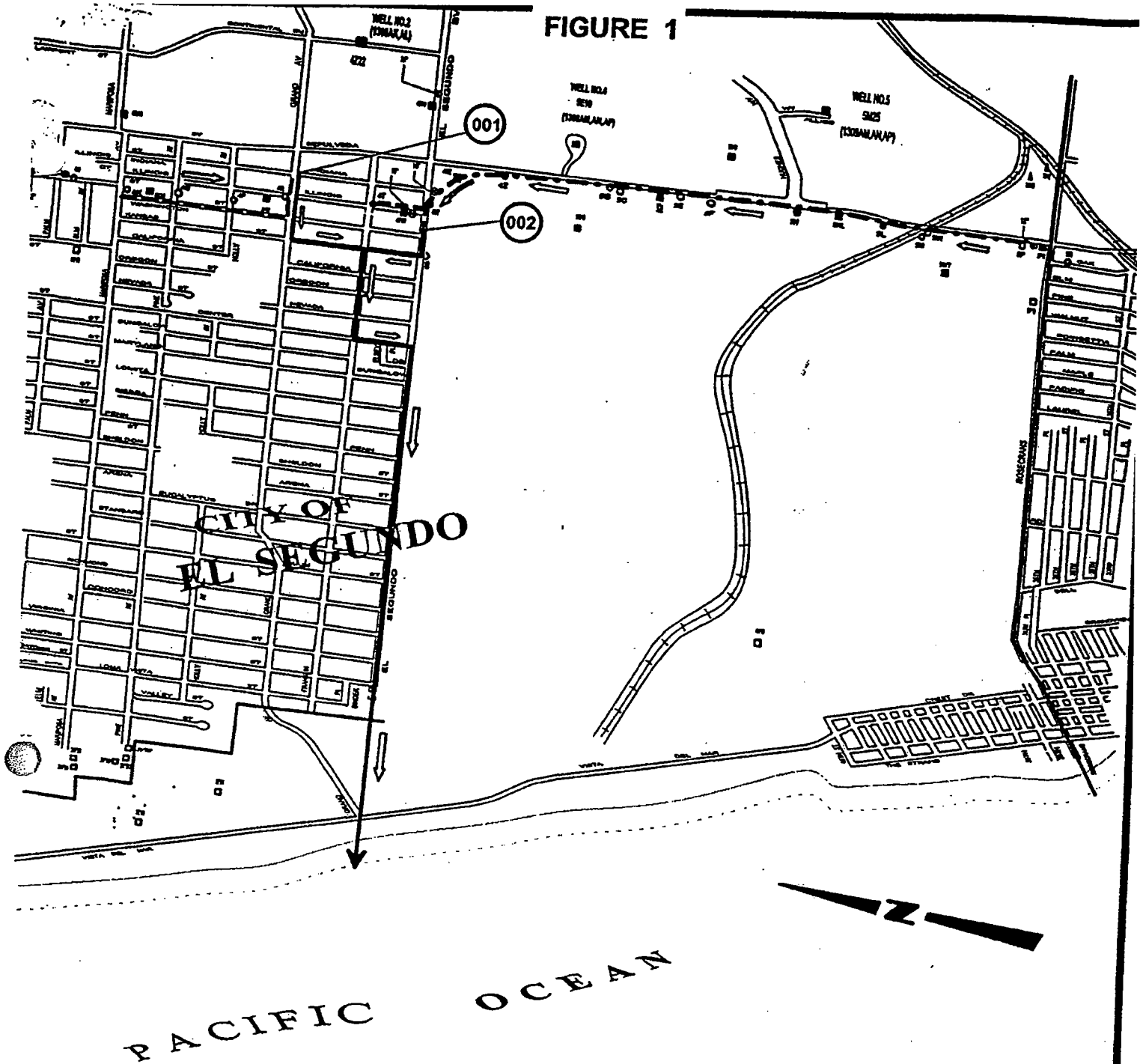
#### FREQUENCY OF DISCHARGE

The intermittent discharge occurs approximately once every two years.

#### REUSE OF WATER

There are no feasible reuse options because of the large volume of water that will be discharged over a short period of time. Therefore, the groundwater will be discharged to the stormdrain.

FIGURE 1



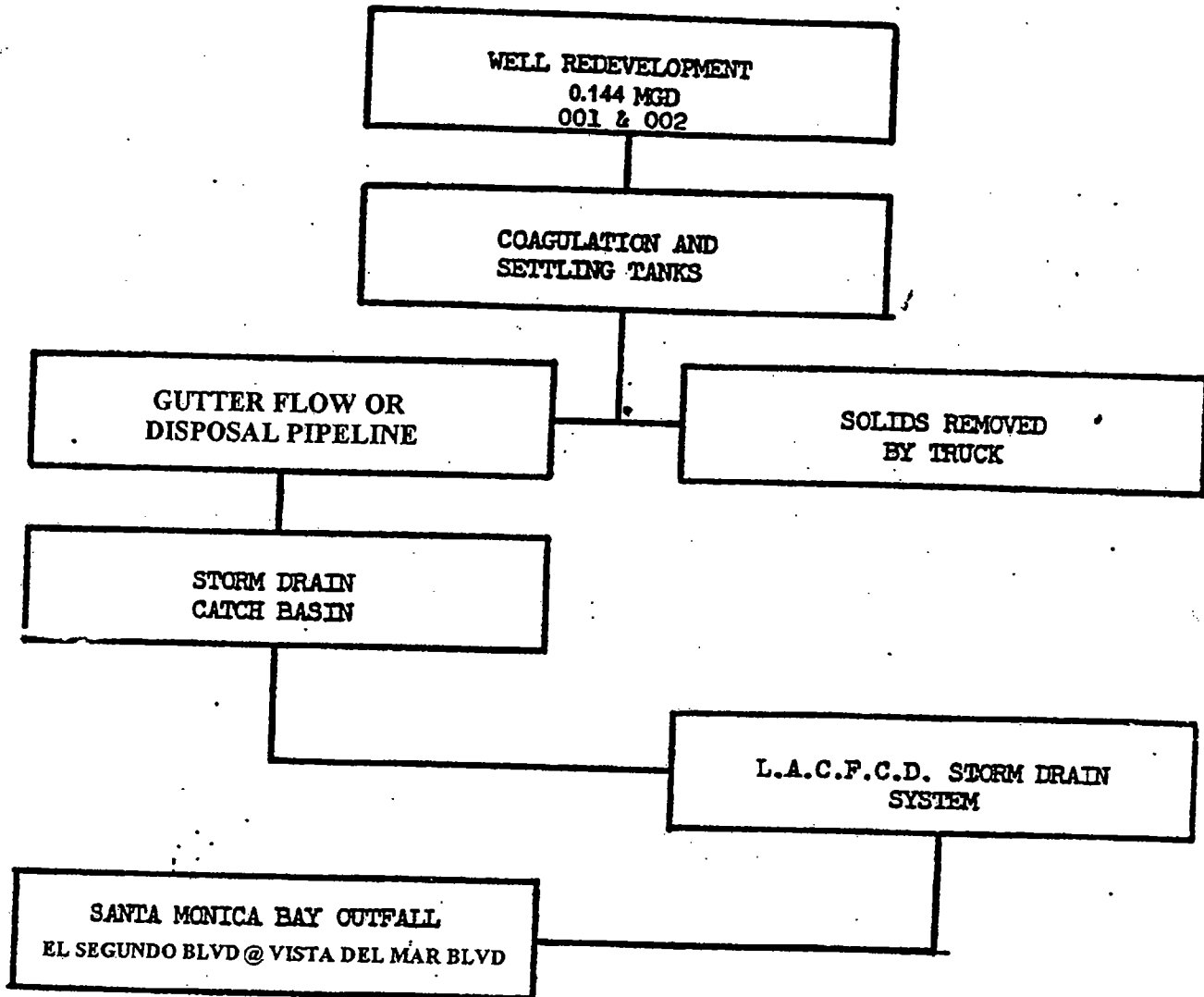
**LEGEND**

- |                      |                             |
|----------------------|-----------------------------|
| □ OBSERVATION WELL   | ○ INJECTION WELL            |
| ■ MULTIPLE OBS. WELL | ● MULTIPLE INJECTION WELL   |
| ⊕ MAINLINE VALVE     | △ PUMPING WELL (NOT ACTIVE) |
- 
- |  |
|--|
| - - - DISPOSAL PIPELINE                      |
| - - - GUTTER FLOW                            |
| — STORM DRAIN - STORM WATER TRANSPORT SYSTEM |
| (N) NPDES - DISCHARGE SERIAL NUMBER          |



<p>LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS WEST COAST BASIN BARRIER PROJECT WELL LOCATIONS UNIT 9 - EL SEGUNDO R.I.V.D. CITY OF EL SEGUNDO NPDES - CAG99-001 / ORDER 97- DRAWN BY: C. BERNARD</p>
---

**FIGURE 2**



**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

**SCHEMATIC OF WATER FLOW  
WEST COAST BASIN BARRIER PROJECT  
CITY OF EL SEGUNDO  
LOS ANGELES COUNTY, CALIFORNIA**

**WELL 4K TO WELL 5  
CAG994001 / ORDER No. 97-045 / CI4778**

**Map By:**

**WS**

**Date:**

**3/13/02**

**Unit 8 - El Segundo Blvd  
City of El Segundo**

**State of California  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION**

**MONITORING AND REPORTING PROGRAM NO. CI-6778  
for  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
(West Coast Basin Barrier Project, Unit 9)  
NPDES NO. CAG994005**

**I. REPORTING REQUIREMENTS**

- A. The discharger shall implement this monitoring program on the effective date of coverage under this permit. The discharger shall submit monitoring reports to this Regional Board by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January – March	May 15
April – June	August 15
July – September	November 15
October – December	February 15
Annual Summary Report	March 15

- B. The first monitoring report under this Program is due by February 15, 2004. The annual summary report shall contain a discussion of the previous year's effluent monitoring data, as well as graphical and tabular summaries of the data. If there is no discharge during any reporting period, the report shall so state.
- C. All monitoring reports shall include discharge limitations in the Order, tabulated analytical data, the chain of custody form, the analytical laboratory report (including, but not limited to: date and time of sampling, date of analyses, method of analysis, and detection limits), and discharge certification statement.
- D. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
- E. Before commencing a new discharge, a representative sample of the effluent shall be collected and analyzed for toxicity and for all the constituents listed in the Fact Sheet. The test results must meet all applicable discharge limitations. (This requirement is not necessary for existing discharge)

**II. SAMPLE COLLECTION REQUIREMENTS**

- A. Daily samples shall be collected each day.
- B. Weekly samples shall be collected on a representative day of each week.
- C. Monthly samples shall be collected on a representative day of each month.
- D. Quarterly samples shall be collected in February, May, August, and November.
- E. Semi-annual samples shall be collected in May and November.
- F. Annual samples shall be collected in November.

**III. EFFLUENT MONITORING REQUIREMENTS**

- A. Sampling station(s) shall be established for each point of discharge and shall be located where representative samples of that effluent can be obtained. Provisions shall be made to enable visual inspection before discharge. In the event of presence of oil sheen, debris, and/or other objectionable materials or odors, discharge shall not commence until compliance with the requirements is demonstrated. All visual observations shall be included in the monitoring report.
- B. If monitoring results indicate an exceedance of a limit contained in Order No. R4-2003-0108, the discharge shall be terminated and shall only be resumed after remedial measures have been implemented and full compliance with the requirements has been ascertained.
- C. In addition, as applicable, following an effluent limit exceedance, the discharger shall implement the following accelerated monitoring program:
  - 1. Monthly monitoring shall be increased to weekly monitoring.
  - 2. Quarterly monitoring shall be increased to monthly monitoring, and
  - 3. Semi-annually monitoring shall be increased to quarterly.
  - 4. Annually monitoring shall be increased to semi-annually.

If three consecutive accelerated monitoring events demonstrate full compliance with effluent limits, then, the discharger may return to regular monitoring frequency, with the approval of the Executive Officer of the Regional Board.

- D. The following shall constitute the discharge monitoring program:

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Waste Flow	gal/day	recorder	Continuously
pH	pH unit	grab	once per discharge event
Temperature	°F	grab	once per discharge event
Turbidity	NTU	grab	once per discharge event

Constituent	Unit	Type of Sample	Minimum Frequency of Analysis
Total Suspended Solids	mg/L	grab	once per discharge event
BOD <sub>5</sub> @ 20°C	mg/L	grab	once per discharge event
Settleable Solids	ml/L	grab	once per discharge event
Residual chlorine	mg/L	grab	once per discharge event
Acute Toxicity	µg/L	grab	annually

#### IV. EFFLUENT TOXICITY TESTING

- A. The discharger shall conduct acute toxicity tests on 100% effluent grab samples by methods specified in 40 CFR Part 136 which cites USEPA's *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*. October 2002, (EPA/821-R-02-012) or a more recent edition. Submission of bioassay results should include the information noted on pages 109-113 of the EPA/821-R-02-012 document.
- B. The fathead minnow, *Pimephales promelas*, shall be used as the test species for fresh water discharges and the topmelt, *Atherinops affinis*, shall be used as the test species for brackish discharges. The method for topmelt is found in USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms*, Third Edition, October 2002 (EPA/821-R-02-014).
- C. If the results of the toxicity test yields a survival of less than 90%, then the frequency of analyses shall increase to monthly until at least three test results have been obtained and full compliance with effluent limitations has been demonstrated, after which the frequency of analyses shall revert to annually. Results of toxicity tests shall be included in the first monitoring report following sampling.

#### V. GENERAL PROVISIONS FOR REPORTING

- A. The discharger shall inform this Regional Board 24 hours before the start of the discharge.
- B. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Health Services Environmental laboratory Accreditation Program (ELAP) or approved by the Executive Officer. A copy of the laboratory certification shall be provided with the first monitoring report and each time a new and/or renewal is obtained from ELAP.

- C. Samples must be analyzed within allowable holding times as specified in 40 CFR Part 136.3. Proper chain of custody procedures must be followed and a copy shall be submitted with the report.
- D. As required in Part H.4 of order No. R4-2003-0108, the monitoring report shall specify the USEPA analytical method used, the method detection limit, and the minimum Level for each pollutant.

VI. COMPLIANCE DETERMINATION (AS APPLICABLE)

- A. Compliance with single constituent effluent limitation – If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), then the Discharger is out of compliance.
- B. Compliance with monthly average limitations - In determining compliance with monthly average limitations, the following provisions shall apply to all constituents:
  - a. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the monthly average limit for that constituent, the Discharger has demonstrated compliance with the monthly average limit for that month.
  - b. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the monthly average limit for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Monitoring and Reporting Requirement Section H.4 of Order No. R4-2003-0108), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

- c. In the event of noncompliance with a monthly average effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the monthly average effluent limitation has been demonstrated.
  - d. If only one sample was obtained for the month or more than a monthly period and the result exceed the monthly average, then the Discharger is in violation of the monthly average limit.
- C. Compliance with effluent limitations expressed as a sum of several constituents – If the sum of the individual pollutant concentrations is greater than the effluent limitation, then the Discharger is out of compliance. In calculating the sum of the concentrations of a group of pollutants, consider constituents reported as ND or DNQ to have concentrations equal to zero, provided that the applicable ML is used.
- D. Compliance with effluent limitations expressed as a median – in determining compliance with a median limitation, the analytical results in a set of data will be arranged in order of magnitude (either increasing or decreasing order); and
- a. If the number of measurements (n) is odd, then the median will be calculated as  $= X_{(n+1)/2}$ , or
  - b. If the number of measurements (n) is even, then the median will be calculated as  $= [X_{n/2} + X_{(n/2)+1}]$ , i.e. the midpoint between the  $n/2$  and  $n/2+1$  data points.
- E. In calculating mass emission rates from the monthly average concentrations, use one half of the method detection limit for "Not Detected" (ND) and the estimated concentration for "Detected, but Not Quantified" (DNQ) for the calculation of the monthly average concentration. To be consistent with section VI.C., if all pollutants belonging to the same group are reported as ND or DNQ, the sum of the individual pollutant concentrations should be considered as zero for the calculation of the monthly average concentration.

## VI. NOTIFICATION

- A. The discharger shall notify the Executive Officer in writing prior to discharge of any chemical that may be toxic to aquatic life. Such notification shall include:
- 1. Name and general composition of the chemical,
  - 2. Frequency of use,
  - 3. Quantities to be used,
  - 4. Proposed discharge concentrations, and
  - 5. EPA registration number, if applicable.

Mr. Reza Izada  
LA County Department of Public Works  
(West Coast Basin Barrier Project, Unit 9)

CI-6778

No discharge of such chemical shall be made prior to obtaining the Executive Officer's approval.

- B. The discharger shall notify the Regional Board via telephone and/or fax within 24 hours of noticing an exceedance above the effluent limits in Order No. R4-2003-0108. The discharger shall provide to the Regional Board within 14 days of observing the exceedance a detailed statement of the actions undertaken or proposed that will bring the discharge into full compliance with the requirements and submit a timetable for correction.

#### VII. MONITORING FREQUENCIES

Monitoring frequencies may be adjusted by the Executive Officer to a less frequent basis if the Discharger requests same and the request is backed by statistical trends of monitoring data submitted.

Ordered by:

  
Dennis A. Dickerson  
Executive Officer

Date: October 30, 2003

/jt

## SEAWATER BARRIER DAILY REDEVELOPMENT DATA SHEET

DATE: \_\_\_\_\_

PERFORATIONS: From \_\_\_\_\_ To \_\_\_\_\_

Well No. \_\_\_\_\_

Barrier \_\_\_\_\_

Original Depth: \_\_\_\_\_

Initial Sounding: \_\_\_\_\_

Final Sounding: \_\_\_\_\_

TECHNICIAN \_\_\_\_\_

Diameter of Casing (inch): 6 8 12

Casing Material: ASC STSL LCS

Static Water Level (feet) : \_\_\_\_\_

[illegible]

**NOTE:**

**Meter Reading (Gal.):**

**Starting:** \_\_\_\_\_

Ending:

**Total:**

Sediment in tank (C.Y.)

**TREMIES**  
before after

page \_\_\_ of \_\_\_