REQUEST FOR PROPOSAL

MAINTENANCE OF THE BAYPORT STORMWATER TREATMENT POND

CITY OF ALAMEDA

August 4, 2022

Important Dates:

Questions Due:

Question Response by City:

August 9, 2022

August 11, 2022

August 18, 2022

Agreement Award Date:

October 19, 2022

Contact:

Liz Acord, Public Works Coordinator City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

Phone: (510) 747-7957

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I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified organizations for Maintenance of the Bayport Stormwater Treatment Pond. The Bayport Stormwater Treatment Pond is a wet detention basin constructed in 2005 to receive runoff from the Bayport residential area and Alameda Landing commercial areas, within Alameda, California. The treatment pond has a 1.8 acre surface area and is designed to hold a permanent pool of water up to 4.5 feet deep during non-wet weather conditions, and have capacity to capture 4.5 acre feet of stormwater runoff. The Bayport Stormwater Treatment Pond requires routine inspection and maintenance services to remain operational and effective with treatment.

II. SCOPE OF SERVICES

Attached as **Exhibit A** is the Bayport Stormwater Treatment Pond Inspection and Maintenance Plan. The scope of service for this solicitation is to perform all work necessary comply with the Bayport Stormwater Treatment Pond Inspection and Maintenance Plan. Disregard any item noted to be performed by maintenance staff in the maintenance plan, all service are to be provided by Proposer. The scope of service also includes professional services related to potential future aquatic pesticide application, including application, regulatory approvals and reporting. If you have any questions, please contact:

Liz Acord Public Works Department Alameda, CA 94501 510-747-7957 lacord@alamedaca.gov

Jeanette Navarro, Engineering Office Assistant Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

Phone: (510) 747-7900

Email: jnavarro@alamedaca.gov

III. PROPOSAL FORMAT

All Proposals shall include the following minimum information:

- 1. Statement of Qualifications including the following:
 - a) The Proposer shall prepare a statement of qualifications in the submitted proposal, which identifies: the size, stability, and capacity of the organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposer's shop and storage facilities intended to support the City. The

- person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.
- b) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and subcontractors which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the Contract; and the type of work to be performed by each individual.
- d) Description of training and safety programs for its field employees.
- 2. Signed City of Alameda Integrated Pest Management Policy (Exhibit B)
- 3. Statement of Exceptions, if any, to City Standard Service Provider Agreement. A sample agreement has been provided in **Exhibit C** of this RFP for review. If Proposer wishes to take exception to any of the terms and conditions contained in the service agreement, these should be identified specifically; otherwise include a statement of no exception in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.
- 4. A Proposed Work Plan based on the experience and expertise of the Proposer in managing similar facilities. Service is anticipated to start October 19, 2022. The work plan should include, but need not be limited to, the elements included in the Bayport Stormwater Treatment Pond Inspection and Maintenance Plan. The Work Plan shall include a Cost Schedule of service and control options, associated unit pricing and an estimated itemized monthly work plan for each month within a 12 month period. The Cost Schedule may include options not itemized in any monthly work plan to allow flexibility in adding or replacing services in any given month, based on actual conditions. The final Cost Schedule and monthly work plan included in the Agreement will be negotiated by the City and Proposer deemed most responsive in demonstrating their expertise and capacity to deliver the desired professional services.
- 5. Cost Schedule and Cost Projection. Prepare a cost schedule for all possible work unit pricing. Define each unit of service and list any exclusions for each work type. Be sure to include a unit cost for each control option or activity presented in the Work Plan. Unit costs shall include all incidental costs including travel, equipment, documentation, etc.... At minimum, the Cost Schedule shall include costs for the following:

- Quarterly and pre/post storm inspection services
- Annual sediment depth measurement in forebay and main pond
- Debris and trash removal (including equipment and materials handling and disposal)
- Clearing of low flow pipes so water can flow through from the pond into the outlet
- Wet weather season sweeping of path to remove goose guano to minimize water quality impacts
- Fence restoration
- Land vegetation management
- Aquatic pest management, mechanical control method(s)
- Aquatic pest management, chemical control
- Hourly rates for as needed labor and professional services

IV. PROPOSAL DUE DATE AND DELIVERY

The Proposal, clearly marked with the project name "Maintenance of Bayport Stormwater Treatment Pond", should be submitted by email no later than:

5:00 p.m. on August 18, 2022

Attention to Liz Acord at the email address below. All proposals will be considered submitted at the time date and time noted in the email transmittal. Proposals will not be accepted after the time noted above. Proposals should be addressed to:

Public Works Department ATTN: Liz Acord lacord@alamedaca.gov

Faxed, mailed or hand carried proposals will not be accepted.

Any questions pertaining to this Request for Proposal shall be sent by August 9, 2022 at 5:00 p.m.to Liz Acord, lacord@alamedaca.gov and cc'd to Jeanette Navarro, jnavarro@alamedaca.gov.

Answers to questions, if any, will be posted online August 11, 2022 at: http://alamedaca.gov/business/bids-rfps

V. SELECTION PROCESS

Factors considered in reviewing the proposals will be:

1. Ability of the Proposer to Carry Out and Manage the Proposed Project (30%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this

project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Qualifications (40%)

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and subcontractors. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

3. Willingness to Comply with the Proposed Agreement Terms (5%)

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

4. Cost of Proposal (25%)

Cost, while not determinative, will be considered in the selection process.

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as nonresponsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection. And lastly, the City may ask selected Proposers to participate in an oral interview. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

The City may reserves the right to negotiate the terms and conditions of the agreement with the highest ranked firm. Recommendation for award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP. Once the City selects a preferred Proposer, all other Proposers will be notified by the City in writing within fourteen working days of the decision.

VI. CONDITIONS OF REQUEST

A. GENERAL CONDITIONS. The City reserves the right to cancel or reject all or a portion or portions of the request for Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a

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Proposal. The City reserves the right to reject any and all Proposals submitted in response to this request or any addenda thereto.

Any changes to the Request for Proposal requirements will be posted to the City website. No changes will be made after August 11, 2022.

B. LIABILITY OF COSTS AND RESPONSIBILITY. The City shall not be liable for any costs incurred in response to this request for proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the Bid whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- C. VALIDITY. The proposer agrees to be bound by its proposal for in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first, but in no event longer than four (4) months from the date of submission.
- D. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

- 1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.
- E. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least four (4) weeks prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.
- F. CONFIDENTIALITY. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is

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exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Sheet as confidential. Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

G. CONFLICT OF INTEREST. The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

ATTACHMENTS:

Exhibit A – Bayport Stormwater Treatment Pond Inspection and Maintenance Plan

Exhibit B – City of Alameda Integrated Pest Management Policy

Exhibit C – Standard Service Provider Agreement

EXHIBIT A

BAYPORT STORMWATER TREATMENT POND INSPECTION AND MAINTENANCE PLAN

CITY OF ALAMEDA BAYPORT STORMWATER TREATMENT POND (STP) INSPECTION AND MAINTENANCE PLAN







Prepared for

City of Alameda Public Works

Date

April 7, 2016

Project Number

773.01.55

Prepared by



1.0 INTRODUCTION

The City of Alameda (City) is responsible for maintaining the Bayport Stormwater Treatment Pond (STP) facility. This Inspection and Maintenance Plan was prepared to assist the City with routine inspection and maintenance of the Bayport STP in order to maintain its capacity to collect and treat stormwater runoff. Conducting routine inspection and maintenance ensures proper function of the facility, increases the effective lifespan or the STP capacity and allows for early detection of major maintenance needs. This Plan contains a background of the STP facility, a brief description of STP features, an inspection and maintenance protocol and form, and supplementary appendices.

Background and Overview

The Bayport STP is a wet detention basin that was constructed in 2005 to receive runoff from the Bayport residential area and the Alameda Landing commercial area. The STP is located west of the intersection of Mitchell Avenue and Bette Street. The Bayport STP was previously referred to as the Alameda FISC Detention Basin, and the Mitchell STP, but was renamed to reflect its current use and the special assessment district serviced by the facility. After the STP and nearby developments were constructed, the City assumed inspection and maintenance responsibilities of the STP.

A wet detention basin provides water quality treatment by capturing and holding runoff for a period of time so sediment and particles settle out of the water column, and by removing nutrients and pollutants through uptake by vegetation. For the STP to remain effective, the structural integrity and capacity to receive stormwater runoff needs to be maintained, and



Figure 1. Approximate drainage area to Bayport STP from City Storm Drain GIS data dated April 2015

conditions should promote healthy vegetation and biological processes to provide additional water quality treatment.

The STP has a 1.8 acre surface area and was designed to capture runoff from a 194 acre area. Since the STP was constructed, it has received runoff from the Bayport residential development which is approximately 110 acres (**Figure 1**). Runoff from the remaining acreage associated with Alameda landing is treated by other means.

The STP was designed to hold a permanent pool of water up to 4.5 feet deep during non-wet weather conditions, and have capacity to capture 4.5 acre feet of stormwater runoff. The depth of water in the STP during non-wet weather conditions should be no more than 4.5 feet deep in order to have capacity to capture runoff from most storm events.

Applicable Regulations

National Pollutant Discharge Elimination System Permits

Stormwater discharges from the City of Alameda's storm drain system are regulated by the Clean Water Act (CWA) § 402 under the National Pollutant Discharge Elimination System (NPDES) program. The San Francisco Regional Water Quality Control Board (RWQCB) administers the NPDES program including Phase I Municipal Separate Storm Sewer System (MS4) permits. The MS4 permit is designed to prevent and minimize pollutants in stormwater runoff in order to protect the beneficial uses and water quality of receiving waters (e.g., San Francisco Bay, Oakland Inner Harbor). In the Bay Area, the Phase I MS4 permit is referred to as the Bay Area Municipal Regional Permit (MRP).

The MRP contains requirements for capturing stormwater runoff from new development (i.e., post construction runoff). The Bayport STP was designed to capture stormwater volumes consistent with the post-construction requirements that stormwater treatment systems be sized to capture 80% or more of total post development runoff (MRP, Provision C.3.d). The Bayport STP was designed to meet this criteria which remains unchanged in the most recent version of the MRP. Currently, there are no specific numeric-based limits assigned to the outflows from the Bayport STP, though provision C.10 of the MRP requires the City to effectively eliminate trash from its stormwater discharges. Thus, pursuant to trash load reduction efforts, no trash or litter should be present in outflow from the Bayport STP.

Lake and Streambed Alteration Agreement

California Department of Fish and Wildlife (CDFW) is authorized under Section 1602 of the Fish and Game Code to issue Lake and Streambed Alteration Agreements for projects which would alter a stream, creek, or lake, and/or have an impact on fish and wildlife using the stream, lake, and/or adjacent riparian habitat. If the STP provides habitat for federal or state listed species where maintenance work could potentially alter or impact the habitat for these species, a SAA may be required. Though the current lack of habitat surrounding the basin make it unlikely for special status species to be present, the City may wish to consult with CDFW prior to any major maintenance activities, like sediment removal, to determine whether an SAA is required.

Clean Water Act § 404/401

The Bayport STP was constructed to collect and store stormwater runoff. Stormwater management facilities defined by the CWA as waste treatment systems are not Waters of the U.S. (WOUS) and maintenance actions do not generally require a CWA § 404/401 permit. The recently adopted U.S. EPA clarification to the WOUS rule maintains this exemption. In any case, sediment or fill material resulting from maintenance activities must not be discharged to a WOUS and must be properly disposed of.

2.0 BAYPORT STP FEATURES

Key features of the STP are briefly described along with an overview of the relevant maintenance tasks for the features. Routine maintenance tasks are listed by feature in the inspection form provided in Section 3.0.

Inlet structure – Stormwater flows enter the STP through the storm drain inlet surrounded by a concrete headwall (**Figure 2**). Slopes adjacent to this inlet structure are reinforced with rock rip-rap to prevent scour and erosion from high velocity flows. The rock rip-rap should be maintained, and replaced as needed to keep the slope stabilized near the inlet structure. The concrete headwall should be inspected for signs of structural instability or failure. The inflow pipes should be inspected for any obstructions or clogging.



Figure 2 - Inlet Structure

Forebay –Stormwater flows enter the forebay through the inlet structure. The forebay includes the surface area of the STP from where flows enter at the inflow structure to the gravel berm. The bottom of the forebay is lined with 3-4" minus gravel over a 12" Bay Mud cap. A majority of larger sediments and particles will settle out in the forebay. It is important to inspect how much sediment has accumulated in the forebay (and main pond) and to plan for and schedule sediment removal efforts when necessary. Sediment depths should be checked annually, either by wading with a measuring stick or when the pond is drawn down. Sediment removal should occur when approximately 25% of the forebay volume is filled with sediment which equals a depth of approximately 18" of sediment in the forebay. Given sediment removal efforts would require budgeting and coordination well in advance, the City may want to begin planning this effort before the depth of sediment is at or exceeds 18". Removing excess sediment is important for maintaining capacity to receive stormwater flows, prevent water quality problems (e.g. high turbidity, algae, odors), and to avoid higher costs related to off-haul and disposal.

Gravel berm – The forebay is separated from the main pond by a gravel berm. The gravel berm is constructed with gravel over geo-cell and was installed across the width of the forebay. According to as-built plans, the design elevation of the gravel berm is 1.2 feet and the permanent pond water level is 0.5 feet, so a portion of the gravel berm is exposed during dry weather conditions, but will be submerged during wet weather periods. The elevation of the gravel berm should be inspected to ensure it is exposed during dry weather conditions. If it is

not, the outflow of the pond may be clogged, or the elevation of the gravel berm may need to be restored with the same size and type of rock material that is specified on the as-built plans (Sheet STP-C1.2, Gravel berm with filter detail).

Main pond – The main pond includes the open water area from beyond the forebay to the outlet structures. The main pond is lined with 12" Bay Mud. The perimeter is vegetated with riparian vegetation along the water's edge (e.g., cattails, rushes) (**Figure 3**).

Peninsula – The peninsula partially bisects the pond in the east-west direction. This feature extends the length of the flow path between the inlet and outlet which helps maximize water quality treatment (**Figure 3**). The design elevation of the peninsula is 1.9 feet above MSL, and in non-wet weather the peninsula should be partially visible above the permanent pond level (0.5 MSL). The elevation of the peninsula should be maintained to prevent short circuiting the flow path between the inlet and outlet using the same size and type of rock material that is currently found on the peninsula.



Figure 3. Peninsula and main pond (waterfowl are standing on and near the peninsula)

Side slopes – With exception to areas reinforced by rip-rap and gabions adjacent to the inlet and outlet structures, the STP has 3:1 side slopes. The slopes are stabilized by terrestrial vegetation at higher elevations which remain dry most of the time, and riparian vegetation along the lower elevations at or near the permanent pond level. To maintain integrity and capacity of the STP, the side slopes should be inspected for signs of erosion or failure and maintained as needed. Persistent and increasingly large bare areas or erosional features should be stabilized and replanted with species used in the original planting plan. Small erosional features due to water level fluctuations may repair themselves, but should be noted in inspections and addressed if conditions persist or worsen (**Figure 4**). In addition, riparian vegetation should not substantially encroach into the main pond as this will reduce the capacity to receive stormwater runoff. If this occurs, riparian vegetation can be trimmed when the STP is drawn down (use caution to not over-harvest vegetation which could cause erosion of side slopes). Maintaining a 3:1 slope is important for vector control so stormwater volumes drawdown with little to no shallow standing water that persists and provides mosquito breeding habitat.



Figure 4 - Minor erosion on side slope

Outlet structure – The outlet structure consists of two concrete risers fitted with metal grate trash racks (**Figure 5**). Low flow pipes were installed in the sidewall of one riser to control the permanent pond level. Flows from the outlet connect to the downstream end of the 48 inch storm drain and discharge through an outfall at the Oakland Inner Harbor. The outlet structure should be inspected for signs of wear and tear, trash should be removed from the trash racks, low flow pipes should be inspected to ensure they are not clogged and that the permanent pond water level is at or below these low flow pipes in dry weather conditions. Outflow pipes at the base of the outlet structure should be inspected for signs of deficiencies or clogging.



Figure 5 – Outlet structure

Perimeter fence – A fence surrounds the perimeter of the property and should be maintained and remain locked to prohibit public access.

Access path – An access path surrounds the STP and provides access for maintenance vehicles and street sweepers. Sweeping the path to remove goose guano will help minimize water quality problems. The best time to remove goose guano would be in late winter to early spring when wet weather would otherwise wash guano into the STP and subsequent warm weather promotes algal blooms. While the integrity of the access path does not need to be inspected on a routine basis, City maintenance staff should note any noticeable signs of failure (rutting, potholes, cracking, etc.) so repair can be planned in advance.

Storm drain force main and pump station –This Plan does not address maintenance of the storm drain force main, pump station, and associated trash rack. The City should continue those activities consistent with the pump manufacturer's recommendations and current City protocols.

Aeration system – This Plan does not address maintenance of the aeration system. An aeration system was installed around the perimeter of the STP to prevent nuisance conditions, such as odor and algae blooms, but has not operated since it was installed and when the City assumed responsibility of the STP (**Figure 6**). Given the aeration system never functioned as intended and would be costly to repair and maintain, the City does not intend to bring the aeration system back on-line at this time. If nuisance conditions arise in the STP, the City may consider alternative aeration systems which are less costly to repair, replace, and maintain.



Figure 6 - Stand pipe from aeration system

3.0 INSPECTION AND MAINTENANCE PROTOCOL

This routine inspection and maintenance protocol for the STP was prepared with a focus on:

- Maintaining capacity of the STP to capture required runoff volumes
- Maintaining conditions at the STP to provide water quality treatment of runoff
- Reducing the likelihood of nuisance conditions, hazards, liability concerns
- Identifying longer-term maintenance tasks (i.e., sediment removal)

City of Alameda maintenance personnel conduct routine inspections at the site. One or two personnel should be able to conduct routine inspection and maintenance within 30 – 60 minutes. All necessary safety precautions should be taken during any inspection and maintenance activities.

When to conduct inspections

Inspections should be performed on a quarterly basis and before and after storm events. Inspections before and after a storm help ensure the STP is functioning and there are no issues which would block stormwater flowing into or out of the STP. The maintenance supervisor should use best professional judgement to determine if a storm event is significant enough to warrant an inspection at the STP before and after the event. One possible method for determining when to conduct storm related inspections is summarized here for reference. Storm events, for the purposes of conducting stormwater related inspections at construction sites, are identified as 0.5" or more of precipitation within a 48-hour period. When the forecast shows a 50% or greater chance of rainfall, pre and post storm inspections can be conducted at least 48 hours before and after the storm event. The following steps can identify if an event could produce 0.5" or more of precipitation in a 48-hr period:

- 1. Visit the NOAA website at http://www.srh.noaa.gov/
- 2. Enter "Alameda" or a Zip Code in the search box and click "go"
- 3. Scroll down to the page under "Additional Forecasts & Information"
- 4. Click on "Forecast Weather Table Interface" at the bottom of the section
- 5. Add the precipitation amounts predicted in the forecast table.

How to conduct the inspection

Prepare for inspection:

- Review the previous inspection form to know what conditions were observed at the last visit. Bring other equipment, if needed, to address conditions that were observed.
- Gather basic equipment including a blank inspection and maintenance form, pencil, camera, gloves, trash bags, flashlight, long flexible rod or stick, and any necessary safety equipment.

Conduct the inspection:

- Upon arrival, fill out "Inspector Information and Current Conditions" on the form.
- Walk the perimeter of the STP and observe the condition of each "STP feature". Does each feature appear to be functioning or does it need repair? Check the box in the third column if nuisance conditions are observed for a given STP feature.

- Where issues are observed at a feature, review "Recommended actions". Conduct basic maintenance to address the conditions if possible. Note what maintenance actions were completed on a given STP feature in the far right column.
- Describe the condition of the feature, if actions were taken, or if follow-up is needed in the last column on the form. Also note if no issues are observed.
- Take photos. Take overall pictures of normal conditions, and any unusual conditions or problems which require follow-up maintenance. Photos can identify if problems are persistent or getting worse, and can be used to communicate needs to the maintenance supervisor.
- Before leaving the site, note any other outstanding maintenance actions needed in the far right column. Including longer-term maintenance needs to be completed by other personnel, such as landscaping or sediment removal contractors.

Complete the inspection:

- Scan and save electronic copy of inspection forms and photos.
- Store original copies of inspection forms at the City's Maintenance Facility.
- Inform City Maintenance supervisor of outstanding maintenance actions which require immediate attention, or longer-term needs which will require planning and budget.
- City Maintenance supervisor should inform Public Works personnel of outstanding maintenance needs where additional capital costs, contract personnel, or other special circumstances are required to complete the maintenance action.



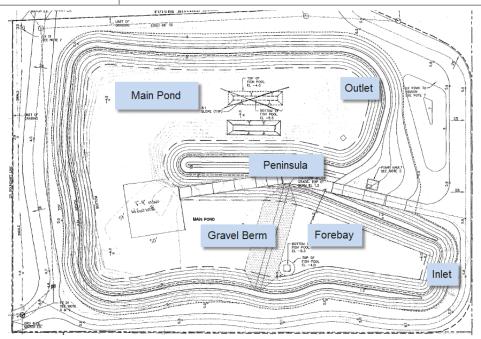
Bayport Stormwater Treatment Pond (STP) Inspection & Maintenance Form



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Inspector I	nformation and Current Conditions						
Date: Time:			vel berm 🛘 is 🔻 is NOT visible	Circle one:	Sunny	Cloudy/Partly Cloudy	Rainy/Wet
Inspector Name:			insula □ is □is NOT visible	No. Days sin	ce last rair	n (post storm inspection on	ly)
Inspection	: □Quarterly □Pre/Post Storm	Rin	of Outlet Tower to Water Surface (in.)"				
STP feature Are any of these conditions present?			Recommended Actions	Describe conditions, action(s) taken, follow-up needed			
Inlet	 Flow through inlet pipe is obstructed Significant signs of failure are present (e.g. Significant cracks or chips, slumping around structure) 		 Clean and properly dispose of debris/litter from pipes Describe significant new or changing signs of failure since last inspection. Notify manager of changing or significant conditions to inlet structure 				
Inlet Slope	 Rip-rap is misplaced/missing/ or large bare areas are present 		Replace rip-rap of same diameter as adjacent material				
Forebay & Main pond	Trash or debris is present on pond surface or along the shoreline		 Remove and properly dispose of litter and debris that can be reached from shoreline with rakes or other hand tools Notify manager if significant debris is in pond but cannot be reached from shoreline 				
STP Slopes	• Significant erosion exists on slopes (e.g., rills, slumped areas, holes created by rodents, bare unvegetated areas)		 Note location and photograph significant erosion and changes since last inspection Notify manager/coordinate with pest control if significant rodent holes are observed Repair actively eroding areas 				
Riparian Vegetation	 Vegetation covers more than 25% of the pond surface area 		 Notify manager of excessive vegetation growth into the ponded area. Mechanical removal may be needed which can occur in dry periods or when pond is drained. 				
Water Quality	 Significant oil sheen/odors/or algae are present 		 Describe conditions and notify manager if problems persist 				

STP feature	Are any of these conditions present?	Ø	Recommended Actions	Describe conditions, action(s) taken, follow-up needed
Outlet	 Flow through outlet pipe is obstructed Significant signs of failure are present (e.g. Significant cracks or chips, slumping around structure) Substantial litter or debris is on grate 		 Clean and properly dispose of debris/litter from pipes and grates Describe significant new or changing signs of failure since last inspection. Notify manager of changing or significant conditions to inlet structure 	
Outlet - Low flow pipes	Low flow pipes are clogged		Unclog the low flow pipes so water can flow through from the pond into the outlet	
Vector Control	 Mosquitoes are felt or observed on-site Dead birds are observed on-site Significant number of rodent holes are present 		Note if any of these conditions exist and notify manager	
Perimeter Fence	Fence is not secure or needs repair		Restore fenceNotify manager if locks need to be replaced	
Other	Other issues or problems exist that are not already noted		 Note any other issues or problems observed, or if non- routine maintenance is needed 	

BASIN DIAGRAM & NOTES:



DISTRIBUTION

Final Bayport STP Inspection and Maintenance Plan

April 7, 2016

Copy 1: Liz Acord

City of Alameda

Public Works Department 950 West Mall Square Alameda, CA 94501

Copy 2: Max Arbios

City of Alameda 1616 Fortmann Way Alameda, CA 94501

Copy 3: James Barse

City of Alameda

Public Works Department 950 West Mall Square Alameda, CA 94501

APPENDIX A AS-BUILT PLANS

FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT

STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA

BASIS OF BEARINGS

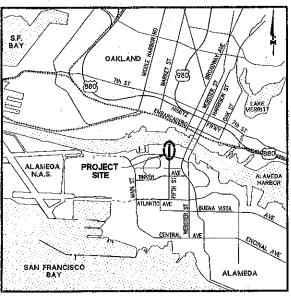
THE BEARING S87'25'47"E BETWEEN STATION 4 AND STATION 5 OF THE

USC&GS DISK "MAIN-ATL" LOCATED AT THE INTERSECTION OF MAIN STREET AND ATLANTIC AVENUE ELEVATION = 3.25'.

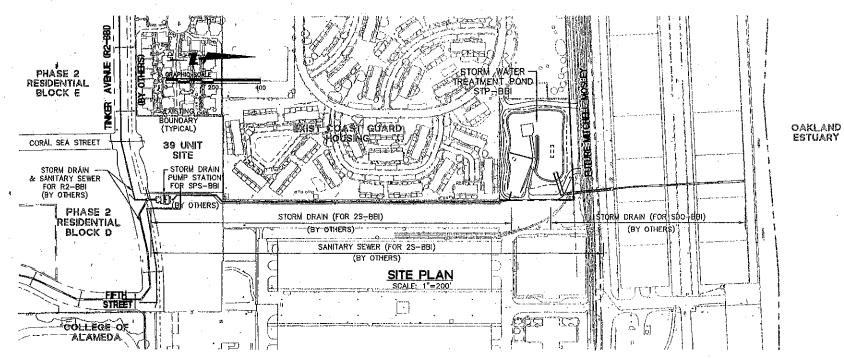
<u>DATUM</u>

CITY OF ALAMEDA.

AS-BUILT



LOCATION MAP



REVIEWER'S STATEMENT

THESE IMPROVEMENT PLANS HAVE BEEN REVIEWED BY THE CITY OF ALAMEDA FOR CONFORMANCE WITH THE DESIGN INTENT AND GUIDEUNES FOR THE MASTER DEMOLITION, INFRASTRUCTURE, GRADING AND PHASING (MOIGP) PLAN.

GARY LEE .E. RCE C23075 PHT 12 31 05 HARRIS & ASSOCIATES

CITY ENGINEER FOR CATELLUS PROJECT

ENGINEER'S STATEMENT

THESE IMPROVEMENT PLANS HAVE BEEN PREPARED BY ME OR UNDER

DANIEL G. SCHAEFER, P.E. RCE 51158 PRINCIPAL/VICE PRESIDENT BKE ENGINEERS

9/7/05

GEOTECHNICAL ENGINEER'S CERTIFICATE

THESE IMPROVEMENT PLANS HAVE BEEN REVIEWED AND APPROVED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT PREPARED BY TREADWELL & ROLLO, TITLED "GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATION TRUNK LINE BACKBONE IMPROVEMENTS FLEET INDUSTRIAL SUPPLY CENTER (FISC), ALAMEDA, CALIFORNIA" DATED 2 SEPTEMBER, 2004.

CRAIG HALL, GE 2556 GEOTECHNICAL ENGINEER

PROJECT COVER SHEET



CITY OF ALAMEDA CALFORNA ENGINEERING DEPARTMENT SUB-CONSULTANT DEVELOPER OWNER CITY ENGINEER FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS 4780 CHÁBOT DR SUITE 104 PLEÁSÁNTON, CA FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT
STP-BH STORMWATER TREATMENT POND IMPROVEMENT PLANS STP-C0.1 CATELLUS

DRAWN MM

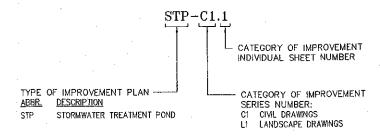
11/15/04 SCALE AS SHOWN PROJECT NO. 20010182-

CHECKED DGS

PROJECT DRAWING INDEX

SHT. NO.	DESCRIPTION
	PROJECT
STP-C0.1	PROJECT COVER SHEET
STP~C0.2	PROJECT DRÁWING INDEX, LEGEND AND ABBREVIATIONS
STP-C0.3	PROJECT GENERAL NOTES
STP-C0.4	CITY STANDARO NOTES
	STORMWATER TREATMENT POND
STP-C1.1	TREATMENT POND LÁYOUT PLÁN
STP-01.2	TREATMENT POND DETAILS
STP-C1.3	TREATMENT POND DETAILS
STP-C1.4	FINISH GRADING PLAN
STP-C2.1	DIAGRAMATIC AERATION PLAN
STP-C2.2	AERATION DETAILS
STP-C2.3	AERATION DETAILS
	LANDSCAPE
STP-L1.1	PHASE 1 PLANTING PLAN; NOTES AND DETAILS
STP-L1.2	PHASE 1 PLANTING DETAILS

SHEET NUMBERING SYSTEM



LEGEND

ABBREVIATIONS

	PROPOSED	EXISTING	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
EXISTING BOUNDARY		·	Ø AB	AT AGGREGATE BASE	MID MIN	MIDDLE MINIMUN
CONTROL LINE			AC	ASPHALT CONCRETE	NO., # NTS	NUMBER NOT TO SCALE
CONTOUR LINE	105	105-	(B) B/W BBI	BACKWASH LINE BACK OF WALK BACKBONE INFRASTRUCTURE	O.C. OP	on center Outside Pipe
RIGHT-OF-WAY LINE		and the same of th	BLDG BM	BUILDING BENCH MARK	PG&E P/L	PACIFIC GAS AND ELECTRIC PROPERTY LINE
EASEMENT LINE			CB 801	BOTTOM CATCH BASIN	PÓC PRÓP	POINT OF CONNECTION PROPOSED
SANITARY SEWER MAIN	•	SS	ČĎ C∕L	CONSTRUCTION DOCUMENT CENTERLINE CLEANOUT	PT PUE	POINT PUBLIC UTILITY EASEMENT
STORM DRAIN MAIN		SD	CÓ CONC	CONCRETE	PVC (R)	POLYMNYL CHLORIDE RETURN LINE
SANITARY/STORM FORCE MAIN		SS/S0	CONN CONST	CONNECTION CONSTRUCTION	(R) R RCP	RADIUS REINFORCED CONCRETE PIPE
DOMESTIC WATER MAIN		WD	DI DIA	DROP INLET DIAMETER	RIM RT	RIM ELEVATION RIGHT
FIRE HYDRANT		4-()-t-	DWG EL, ELEV.	DRAWING ELEVATION	R/₩ (\$)	RIGHT-OF-WAY SUCTION LINE
BLOW OFF		o'	EP ex., exist.	EDGE OF PAVEMENT EXISTING	\$ ° SD	SLOPE STORM DRAIN
WATER VALVE			(F) FC, F/C	FUTURE , FACE OF CURB	SDFM SDMH	STORM DRAIN FORCE MAIN STORM DRAIN MANHOLE
		⊵ d 92	FG FH	FINISHED GRADE FIRE HYDRANT	sht. Spec.	SHEET SPECIFICATION
STREET LIGHT		* * * *	FL ET	FLOW LINE FEET	SS 5500	SPECIFICATION SANITARY SEWER SANITARY SEWER LATERAL CLEANOUT
CATCH BASIN		0	G 68	GAS GRADE BREAK	SSMH STD	SANDARD SEWER MANHULE
DROP INLET			GFCI GRD	GROUND-FAULT CIRCUIT INTERRUPTER GROUND	S/W TC	SIDEWALK TOP OF CURB
SPOT ELEVATION	× 101	× 101	HDPE HP	HIGH DENSITY POLYETHYLENE HIGH POINT	TEMP TG	TEMPORARY TOP. OF GRATE
MONITORING WELL	C	\$	iö IMPROV.	INSIDE DIAMETER IMPROVEMENTS	TP TYP.	TOP OF PAVEMENT TYPICAL
FLARED END SECTION			INV JT	INVERT JOINT TRENCH	W/ W, WL	WITH WATERLINE
STORM DRAIN ACCESS PORT		₩	LT LF	LEFT UNEAR FEET	W.J. W.J. WSL	WATER METER WATER SURFACE LEVEL
JET NOZZLE DIRECTION	-		LP LP MAX	LOW POINT MAXIMUM	WV	WATER VALVE
UNDERWATER JET	٠		MAX	MOVINED.		
DRAWING DETAIL REFERENCE SYMBOL	(—·)	TAIL NUMBER 1 HEET NUMBER STP-C1.2				

SUB-CONSULTANT



DEVELOPER



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NO.		. RE	VI IID		ву	APP.
DESIGN	en WSV	DRAWN	мм	снеского D	G\$	
DATE	11/15/04	SCALE	NTS	PROJECT NO.	20010	82-24

FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS
FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT
STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS PROJECT DRAWING INDEX LEGEND AND ABBREVIATIONS

CITY OF ALAMEDA CALFORNA ENGINEERING DEPARTMENT

CITY ENGINEER STP-CO.2

- SETS OF THESE PLANS AND PROJECT SPECIFICATIONS, TOGETHER WITH ANY NECESSARY REVISIONS THERETO, WILL BE KEPT ON FILE, ONE IN THE OFFICE OF THE CITY ENGINEER AND ONE WITH THE PROJECT CONSTRUCTION MANAGER
- 3. ALL PUBLIC WORK SHALL BE PERFORMED AND COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER. THE CITY, AND ITS REGULARLY APPOINTED AGENTS, SHALL, AT ALL TIMES DURING THE PROGRESS OF WORK, HAVE FREE ACCESS THERETO AND
- ELEVATIONS ARE BASED ON CITY OF ALAMEDA DATUM, PROJECT BENCHMARK IS USCAGS DISK "MAIN-ATL" LOCATED AT THE INTERSECTION OF MAIN STREET AND ATLANTIC AVENUE; ELEVATION 3.25 FEET.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE SOILS REPORTS PREPARED BY TREADWELLARDLLO, TITLED "SECTECHNICAL AND ENVIRONMENTAL INVESTIGATION TRUNK LINE BACKBONE IMPROVEMENTS FLEET INDUSTRIAL SUPPLY CENTER (FISC). ALAMEDA, CALIFORNIA" DATED 2 SEPTEMBER 2004.
- 6. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE ALAMEDA COUNTY WIDE NPDES MUNICIPAL STORM WATER PERMIT NO. CA50028831 STORM WATER DISCHARGE. EROSION AND OUST CONTROL MEASURES SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PROGRAM USING BEST MANAGEMENT PRACTICE GUIDELINES:
- ALL WORK SHALL BE DONE IN COMPLIANCE WITH BAY AREA AIR QUALITY MANAGEMENT OFSTRICT (BAACAD) CONSTRUCTION PRACTICES.
- 8. ELEVATIONS AND LOCATIONS OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO START OF ANY CONSTRUCTION AFFECTING SAID LINES. THE CONTRACTOR PRIOR TO START OF ART CORSTRUCTION AFFECTING SAID LINES.

 CONTRACTOR SHALL CONTACT USA(UNDERGROUND SERVICE ALERT) AT (800)642-2444

 FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK TO VERIFY EXISTING

 UNDERGROUND UTILITIES. USA TO BE CALLED PRIOR TO START OF EACH NEW PHASE OF WORK BY EACH CONTRACTOR AND EACH SUBCONTRACTOR PRIOR TO AN
- 9. THE CONTRACTOR SHALL POTHOLE TO VERIFY LOCATIONS AND INVERTS OF ALL CONNECTIONS TO EXISTING STRUCTURES PRIOR TO INSTALLATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. IF CONTRACTOR ELECTS TO NOT POTHOLE PRIOR TO EXCAVATION AND AN UNFORESEEN CONDITION ARISES, ALL COST AND SCHEDULE IMPACTS AS A RESULT OF NOT POTHOLING WILL BE BORNE BY CONTRACTOR
- 10. CONTRACTOR SHALL SATISFY HIMSELF AS TO THE CORRECTNESS OF THE EXISTING TOPOGRAPHY PREPARED BY BKF ENGINEERS AND OTHER SITE CONDITIONS PRIOR TO
- 11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ALAMEDA PUBLIC WORKS DEPARMENT ON THE SCHEDULING OF DUST CONTROL METHODS AND LIMITED WATER USE AS REQUIRED WATER USE AS REQUIRED BY THE CITY'S WATER CONSERVATION ORDINANCE, CONTRACTOR SHALL METER ALL WATER TAKEN FROM THE FISC WATER SYSTEM AND COMPENSATE THE CITY'S COSTS FOR THE WATER USED.
- 12. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR SPECIFIED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY CATELLUS AND BKF ENGINEERS AT (925) 398-7700 BEFORE PROCEEDING WITH THE WORK IN QUESTION.
- 13. IF TEMPORARY LAME CLOSURES ARE REQUIRED FOR CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL ALSO PROVIDE TAGAIEN, CONES OR BARRICADES AS NECESSARY TO CONTROL TRAFFIC AND PREVENT HÁZÁRDOUS CONDITIONS PER CALTRANS, WORK AREA TRAFFIC CONTROL HANDBOOK AND CAL-OSHA SPECIFICATIONS.
- 14. PRIOR TO ÁCCEPTÁNCE OF WORK, THE CONTRACTOR SHÁLL REPAIR AND REPLACE TO CITY STANDARDS ANY PUBLIC STREETS, CURBS, GUTTERS AND SIDEWALKS DAMAGE BY CONTRACTOR DURING CONSTRUCTION OF THE PROJECT. ALL DAMAGE TO EXISTING CURBS, PAVEMENT, SIDEWALKS, AND ALL EXISTING PUBLIC IMPROVEMENTS ARE ASSUMED TO BE BY CONTRACTOR UNLESS PROOF IS PROVIDED BY PHOTOGRAPHS AND/OR VIDEOTAPE THAT THE DAMAGE IN OWESTION WAS IN EXISTENCE PRIOR TO THE START OF WORK OR THIS DAMAGE WAS DONE BY OTHERS. ANY DAMAGE TO LIFE SAFETY DEVICES SUCH AS TRAFFIC SIGNALS, TRAFFIC SIGNALS, AND FIRE HYDRANTS SHALL BE REPAIRED IMMEDIATELY OR TEMPORARY FACILITIES WILL BE PROVIDED BY CONTRACTOR UNTIL THE APPROPRIATE AGENCY CAN MAKE THE REPAIRS. THE CITY SHALL BE HELD HARMLESS DUE TO DAMAGE BY CONTRACTOR REPAIRS. THE CITY SHALL BE HELD HARMLESS DUE TO DAMAGES BY CONTRACTOR.

 CALL PETE CARRA! IN THE CITY MAINTENANCE DIVISION AT (510) 748-4520 TO
 MAKE ALL NECESSARY MODIFICATIONS TO THE TRAFFIC CONTROLLER PRIOR TO, AND
 ATTER CARRESTINGTION LAS DEEN CAPILITIES. AFTER, CONSTRUCTION HAS BEEN COMPLETED.
- 15. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7 A.M. TO 7 P.M. ON WEEKDAYS AND 9 A.M. TO 5 P.M. ON SATURDAYS AND NO WORK ON SUNDAYS UNLESS DEVIATIONS FROM THIS SCHEDULE ARE APPROVED IN ADVANCE BY THE CITY.
- 16. IN ORDER TO MINIMIZE CONSTRUCTION NOISE IMPACTS, ALL ENGINE—DRIVEN CONSTRUCTION VEHICLES, EQUIPMENT AND PREVMATIC TOOLS SHALL BE REQUIRED TO USE EFFECTIVE INTAKE AND EXHAUST MUFFLERS; EQUIPMENT SHALL BE PROPERLY AJUSTED AND MAINTAINED; ALL CONSTRUCTION EQUIPMENT SHALL BE EQUIPPED WITH MUFFLERS IN ACCORDANCE WITH OSHA STANDARDS CONSISTENT WITH MITIGATION MESSURE NOI-GOP—I AND NOI-SOP—I DENTIFIED IN THE MITIGATION MONITORING PROGRAM. SEE CITY OF ALAMEDA MUNICIPAL CODE SECTION 4—10

- 17. BLOWING DUST SHALL BE REDUCED BY TIMING CONSTRUCTION ACTIVITIES SO THAT PAVING BEGINS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING, AND BY LANDSCAPING DISTURBED SOILS AS SOON AS POSSIBLE. FURTHER, WATER TRUCKS SHALL BE PRESENT AND IN USE AT THE CONSTRUCTION SITE. ALL PORTIONS OF THE SITE SUBJECT TO BLOWING DUST SHALL BE WATERED AS OFTEN AS DEEMED NECESSARY BY THE CITY IN ORDER TO INSURE PROPER CONTROL OF BLOWING DUST FOR THE DURATION OF THE PROJECT. WATERING ON PUBLIC STREETS SHALL NOT OCCUR. STREETS WILL BE CLEANED BY STREET PUBLIC STREETS SHALL NOT OCCUR. STREETS WILL BE CLEANED BY STREET SWEPPERS OR BY HAND DAILY AND AS OFTER AS DEEMED NECSSARY BY THE CITY ENGINEER, ALL PUBLIC STREETS AND MEDIANS SOILED OR LITTERED DUE TO THIS CONSTRUCTION ACTIVITY SHALL BE CLEANED AND SWEPT ON A DAILY BASIS DURING THE WORK WEEK TO THE STATISFACTION OF THE CITY. IN CASES OF NON-COMPLIANCE OF ADEQUATE CLEANING OF THE STREETS, THE CONTRACTOR WILL BE GIVEN 24 HOUR NOTICE. IF NO ACTION IS TAKEN BY THE CONTRACTOR WILL PERFORM THE NECESSARY SERVICES AT THE CONTRACTOR'S EXPENSE. IN ADDITION, THE BAAQUO HAS PREPARED A LIST OF FEASIBLE CONSTRUCTION DUST CONTROL MEASURES THAT CAN REDUCE CONSTRUCTION IMPACTS. THESE MEASURES SHALL BE FOLLOWED THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITY CONSISTENT WITH MITIGATION MEASURES IDENTIFIED IN THE MITIGATION SHALL BE FOLLOWED THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITY CONSISTENT WITH MITIGATION MEASURES IDENTIFIED IN THE MITIGATION MEASURES IDENTIFIED IN THE MITIGATION MANAGER MAY ORDER ALL GRADING AND/OR TRENCHING OPERATIONS STOPPED UNTIL THE DUST PROBLEM IS ELIMINATED. ANY TIME DELAY AND LOST COST WILL BE ENTIRELY AT THE CONTRACTOR'S EXPENSE AND THE LOST TIME WILL BE MADE UP ON OVERTIME OR BY ACCELERATION OF SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ADJACENT PROPERTIES SHOULD IT BE DETERMINED THAT THE CONTRACT ACTIVITIES LED TO DUST ACCUMULATION. THE LEVEL OF UNACCEPTABLE DUST ACCUMULATION SHALL BE DETERMINED WAS ACCUMULATION. SHALL BE DETERMINED BY CATELLUS REPRESENTATIVES.
- 18. THE CONTRACTOR SHALL NOTIFY THE ENGINEER-OF-RECORD, IN WRITING, AT LEAST 48 HOURS IN ADVANCE OF ALL DIFFERENCES BETWEEN THE PROPOSED WORK AND THE DESIGN INDICATED ON THE PLANS AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER-OF-RECORD AND THE CITY BEFORE ALTERED WORK IS STARTED.
- THE GENERAL CONTRACTOR SHALL PROVIDE QUALIFIED SUPERVISOR ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
- 20. ALL WORK SHALL CONFORM TO THE APPLICABLE CITY/DISTRICT CODES. SUPERINTENDENCE OF CONSTRUCTION SHALL BE DILIGENTLY PERFORMED BY A PERSON OR PERSONS AUTHORIZED TO DO SO AT ALL TIMES OURING WORKING HOURS. THE STORING OF GOODS, EQUIPMENT AND/OR MATERIALS ON THE PUBLIC SIDEWALK AND/OR A PUBLIC STREET SHALL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY THE ENGINEERING DIVISION.
- 21. THE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY THE CITY OF ALAMEDA FOR HAULING ON LOCAL STREETS AND SHALL ADHERE TO THE PAVEMENT RESTORATION POLICIES AS DESCRIBED IN THE CONTRACT DOCUMENTS.
- 22. AT THE REQUEST OF CATELLUS REPRESENTATIVES, THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS, TENANTS, AND OTHER AGENCIES OF THIS PROJECT PRIOR TO THE START OF WORK. CONTRACTOR SHALL REMOVE ALL SPOILS GENERATED THROUGH THE CONTRACT ACTIVITIES FROM THE JOBSITE. UNLESS OTHERWISE DIRECTED BY CATELLUS.

23. TRENCHES AND EXCAVATIONS
TRENCHING SPECIFICATIONS FOR BAY MUD SITES ARE USUALLY RESTRICTIVE ABOUT EXCAVATION METHODS AND SHORING REQUIREMENTS. ALL CONTRACTORS SHOULD CAREFULLY REVIEW THE TECHNICAL SPECIFICATIONS PROVIDED FOR THE PROJECT. THE FOLLOWING OBSERVATIONS AND GUIDELINES ARE PRESENTED AS A SUPPLEMENT TO THE TECHNICAL SPECIFICATIONS:

TO THE TECHNICAL SPECIFICATIONS:
A. THE FILL SHOULD BE SEGREGATED WHEN PERFORMING EXCAVATIONS. MOST CONTRACTORS ACCOMPLISH THIS BY PLACING THE FILL ON ONE SIDE OF THE TRENCH AND EXCAVATED BAY MUD ON THE OTHER.

B. BAY MUD REQUIRES SIGNIFICANT DRYING AND PROCESSING TIME TO BE REUSED AS COMPACTED FILL. BAY MUD MUST BE SPREAD IN THIN LAYERS AND DISKED OR TURNED TO FACELITATE DRYING SUICH THAT THE MATERIAL MAY BE PROPERLY COMPACTED, BAY MUD SHALL NOT BE USED AS STRUCTURAL BACKFILL.

PROPERLY COMPACTED, BAY MOD SHALL NOT BE USED AS SINCTURAL BACKFILL.
HOWEVER, BAY MUD MAY BE USED AS BACKFILL IN LANDSCAPE AREAS PROVIDED
IT IS APPROVED BY THE PROJECT LANDSCAPE ARCHITECT.
C. TRENCHES THAT EXTEND INTO THE BAY MUD SHOULD BE BACKFILLED AS SOON AS
POSSIBLE AFTER PLACEMENT OF UTILITIES TO PREVENT BASE HEAVE OR TRENCH
SLOUGHING. SIGNIFICANT LATERAL MOVEMENTS OF EXCAVATION WALLS CAN
OCCUR IF THE TRENCHES ARE LEFT OPEN FOR EXTENDED PERIODS.

D. THE CONTRACTOR SHOULD CAREFULLY READ AND UNDERSTAND CITY AND PROJECT TRENCH BACKFILL SPECIFICATIONS. IN REGARD TO FILL MATERIALS AND COMPACTION REQUIREMENTS.

E. GLORY HOLE EXCAVATIONS AND V-TRENCHING SHALL NOT BE PERFORMED. THEY RESULT IN LARGE QUANTITIES OF HEAVY BACKFILL THAT CAN CAUSE LONG-TERM DIFFERENTIAL SETTLEMENTS.

24. PUMPING SUBGRADE

UNDER REPEATED WHEEL LOADS AND/OR EXCESSIVE MOISTURE, THE EXISTING FILL
CAN BECOME RUTTED AND DIFFICULT TO REPAIR. SOFT OR "PUMPING" AREAS CAN
DEVELOP FROM HEAVY EARTHWORK EQUIPMENT. CAREFUL ATTENTION SHOULD BE
GIVEN TO THE CONSTRUCTION OPERATIONS TO LIMIT TRAFFIC OVER AREAS THAT
HAVE BECOME WET OR SHOW SIGNS OF SUBFACE CRACKING DUE TO PUMPING
SUBPRADE SOLIS. SUBGRADE SOILS. WE PRESENT THE FOLLOWING OBSERVATIONS AND GUIDELINES RECARDING PUMPING SUBGRADE SOILS:

A. SUBGRADE DAMAGE MOST OFTEN OCCURS WHERE REPEATED HEAVY WHEEL LOADS ARE IMPOSED ON THE SOIL.

B. INCREASED SUBGRADE MOISTURE CONTENT RESULTING FROM PONDED WATER CAN ALSO LEAD TO SUBGRADE DAMAGE UNDER EVEN LIGHTWEIGHT EARTHWORK

C. NO WATER SHOULD BE ALLOWED TO POND IN TRAVELED AREAS.
D. CONCRETE TRUCKS SHOULD NOT BE ALLOWED TO WASH OUT: IN TRAVELED AREAS.

- E. REPAIR OF DAMAGED SUBGRADE 1S MOST OFTEN ACCOMPLISHED BY SUBEXCAVATION TO DEPTHS RANGING FROM 18 TO 24 INCHES, PLACEMENT OF GEOTEXTILE FABRIC MIRAFI 500X OR EQUIVALENT TENSILE FABRIC FOR SOFT SUBGRADE SOIL AND TENSAR BX-1200 GEOGRID OR EQUIVALENT FOR VERY SOFT SUBGRADE SOIL AND LENSAN BX-120U GEOGRID OR EQUIVALENT FOR YERY SOFT SUBGRADE SOIL. PLACEMENT OF AGGREGATE BASE OR CLASS 2 PERMEABLE MATERIAL OVER THE TENSILE FABRIC OR GEOGRID, DEPENDING ON WHETHER IT IS ABOVE OR BELOW THE WATER TABLE, RESPECTIVELY, REFER TO THE SOILS REPORT AS STATED IN GENERAL NOTE NO. 5 FOR ADDITIONAL RECOMMENDATIONS. THE DEPTH AND LATERAL EXTENT OF EXCAVATION SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER.
- 25. CONTRACTOR SHALL COMPLY TO ALL OSHA SAFETY REGULATIONS PERTAINING TO THE TYPE OF CONSTRUCTION PERFORMED ON THIS PROJECT.
- 26. EXISTING ACTIVE UTILITIES SHALL BE PROTECTED. CONTRACTOR SHALL BY PASS ACTIVE SEWER FROM CGH DURING CONSTRUCTION SO AS NOT TO DISRUPT SERVICE.
- 27. CONTRACTOR TO MARK LOCATION OF ALL PROPOSED FACILITIES IN THE FIELD FOR
- 28. A COPY OF THE AS-BUILT DRAWINGS WILL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT OF ALAMEDA.

PRECEDENCE OF DOCUMENTS

CONTRACTS

- 1A. CATELLUS CONSTRUCTION CORPORATION CONTRACT AGREEMENT
- 1B. BID SCHEDULE
- 1C. PROJECT LABOR AGREEMENT (PLA)

GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

3A. SPECIFICATIONS ENTITLED "CONTRACT DOCUMENTS, FISC/EAST HOUSING AREA, BACKBONE INFRASTRUCTURE STORMWATER TREATMENT POND IMPROVEMENT PLANS, CITY OF ALAMEDA ALAMEDA COUNTY, CALIFORNIA, CONSTRUCTION ISSUE" DATED AUGUST 16: 2005.

IMPROVEMENT PLANS

4A. PLAN'S ENTITLED"FISC/EAST HOUSING AREA, BACKBONE INFRASTRUCTURE IMPROVEMENTS STORMWATER TREATMENT POND IMPROVEMENT PLANS, CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA, CONSTRUCTION ISSUE" DATED AUGUST 16, 2005.

ANCILLARY DOCUMENTS

- 5A. GEOTECHNICAL REPORTS AS SHOWN ON GENERAL NOTE 5 OF THIS SHEET.
- 5B. ERM SITE MANAGEMENT PLAN (SMP) DATED APRIL 23, 2002
- 5C. GEOTECHNICAL REPORT ENTITLED "MARSH CRUST INVESTIGATION REPORT" DATED 16 JULY 2002.
- 5D. MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
- 5E. ALAMEDA STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
- 5F. CITY OF ALAMEDA RECYCLING REQUIREMENTS (CHAPTER 21 & 24)
- 5G. CITY OF ALAMEDA PAVEMENT REHABILITATION REQUIREMENTS
- 5H. OTHER REPORTS NOTED IN DOCUMENTS LISTED ABOVE

SUB-CONSULTANT

CONSULTANT

4780 CHABOT D SUITE 10 94588-332 TEL: 925/396-770 CATELLUS

DEVELOPER

OWNER

DRAWN MM

catecton DGS DATE 11/15/04 SCALE NTS PROJECT NO. 20010182-2

CITY OF ALAMEDA CALFORMA ENGINEERING DEPARTMENT FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

PROJECT GENERAL NOTES

CITY ENGINEER

sty engineer seál

STP-C0.3

2. CONTRACTOR SHALL COMPLY WITH ALL CITY OF ALAMEDA LAWS AND ORDINANCES; REQUIATIONS OF THE DEPARTMENT OF INDUSTRIAL ACCIDENT COMMISSION RELATIONS TO THE SAFETY AND CHARACTER OF THE WORK, EQUIPMENT AND PERSONNEL THE CITY OF ALAMEDA'S MUNICIPAL CODE CAN BE FOUND AT http://www.ci.alameda.ca.us/gov/municipal_code.html

3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL EASEMENTS, RIGHTS OF ENTRY, AND COORDINATE AS NECCESARY OR AS REQUIRED BY OWNER.

4. PRIOR TO BEGINNING CONSTRUCTION FOR ANY WORK SHOWN HEREON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ENCROACHMENT, EXCAVATION, CONCRETE, ELECTRICAL, RRIGATION, PLUMBING, DEMOLITION, AND ANY OTHER PERMITS REQUIRED BY ANY APPLICABLE AGENCY NOT LIMITED TO BAAGHD AND OSHA.

5. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS, AND THE CONTRACTOR. A DUPLICATE LIST SHALL BE PROVIDED TO THE PUBLIC WORKS INSPECTOR AT THE TIME OF THE PRECONSTRUCTION MEETING.

6. CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL AND STORMWATER CONTROL MEASURES PER PLAN AND SWPPP.

7. CONTRACTOR SHALL HAVE A SUPERINTENDENT OR COMPETENT PERSON ON SITE AT ALL TIMES DURING CONSTRUCTION.

8. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT U.S.A. UNDERGROUND SERVICE ALERT 48 HOURS PRIOR TO ANY

9. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPELINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SURVEY OR BY REVIEW OF EXISTING PLANS. APPROVAL OF THESE PLANS BY BIF OR REWEW BY CITY ENGINEER DCES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, PIPELINES OR STRUCTURES WITHIN THE LIMITS OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES DELICE TO BECOMING WORK

10. THE CONTRACTOR AND SUBCONTRACTORS AGREE THAT THEY ASSUME SOLE RESPONSIBILITY AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLIDING SAFETY OF ALL PERSONS AND PROPERTY; AND THAT THE CONTRACTOR SHALL BEFEND, INDEMNIFY AND HOLD THE OWNER, BKF, AND THE CITY OF ALMAEDA HARMLESS FROM ANY AND ALL UABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE PROGRETS.

11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE CONSTRUCTION WITH THE UTILITY AGENCIES AND THE SUBCONTRACTORS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY BKF OF ANY DIFFERENCES OF LOCATION OF EXISTING UTILITIES FROM THAT SHOWN, OR ANY CONFLICTS WITH THE DESIGN BEFORE CONTINUING WORK IN THAT AREA. CONTRACTOR SHALL OBTAIN SIGNATURES FROM UTILITY COMPANIES THAT THE WORK HAS BEEN COMPLETED TO THEIR SATISFACTION. OBTAIN SIGNATURE SHEET FROM THE PUBLIC WORKS INSPECTOR.

12. A CIVIL ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CAUFORNIA WILL SET ALL STAKES AND PROVIDE CUT SHEETS (TO BE APPROVED BY THE CITY ENGINEER) FOR THIS PROJECT. THE CONTRACTOR SHALL REQUEST STAKES 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL CAREFULLY PRESERVE STAKES AND MARKERS. IN CASE SUCH STAKES AND MARKERS ARE DESTROYED OR DAMAGED THEY WILL BE CHARGED FOR THE COST OF NECESSARY REPLACEMENT OR RESTORATION OF STAKES AND MARKERS WHICH IN THE JUDGINETY OF THE ENGINEER EACH CARELESSLY OR FULLY DESTROYED OR DAMAGED BY THE CONTRACTOR OF STAKES AND MARKERS WHICH IN THE JUDGINETY OF THE ENGINEER WERE CARELESSLY OR FULLY DESTROYED OR DAMAGED BY THE CONTRACTOR'S OPERATIONS.

13. THE CONTRACTOR SHALL EXPOSE (Le. BY POTHOLING) AND CHECK INVERTS ON EXISTING SEVERS, STORM DRAINS, AND CLEARANCES OF KNOWN CROSSINGS OF OTHER UTILITIES BEFORE CONSTRUCTING NEW PIPELINES. IF THE CONTRACTOR DETERMINES THE EXISTING INVERTS ARE NOT IN CONFORMANCE WITH THE PLANS, OR CROSSING CONFLICTS ARISE, HE SHALL NOTIFY THE ENGINEER AND PUBLIC WORKS INSPECTOR BEFORE

14. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK TO AVOID CONFLICTS BETWEEN MAINS AND LATERALS (I.e., STORM DRAINS, SANITARY SEWERS AND WATER

15. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS THE CONTRACTOR SHALL CONTACT BKF FOR SUCH FURTHER EXPLANATION AS MAY BE

16. IT IS THE DEVELOPER'S AMO/OR CONTRACTOR'S RESPONSIBILITY TO NOTIFY BKF AND PUBLIC WORKS INSPECTOR UPON FINDING CONDITIONS IN THE FIELD WHICH ARE AT VARIANCE WITH THE PLANS AND/OR WHICH MAY REQUIRE ALTERING OF THE PLANS PRICE

17. UPON APPROVAL OF THE PLANS AND SPECIFICATIONS BY THE CITY ENGINEER ANY CHANGES TO THE IMPROVEMENT PLANS NECESSITATED DURING CONSTRUCTION SHALL REQUIRE APPROVAL OF THE CITY ENGINEER THROUGH A FLAN REVISION SUBMITTED BY BKF. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM BKF AND BY THE CITY ENGINEER.

18. COMPACTION TESTS WILL BE PERFORMED ON ALL TRENCHES AND STREET WORK INCLUDING BUT NOT LIMITED TO SUB-GRADE SOILS, AGGREGATE SUBBASE AND BASE COURSE MATERIALS TO VERIFY THAT COMPACTION CONFORMS TO CITY STANDARDS AND THE GEOTECHNICAL REPORT RECOMMENDATIONS (SEE NOTE 5, SHEET STP-CO.3). TESTING SERVICES SHALL BE PERFORMED BY A CERTIFIED TESTING LABORATORY IN CONFORMANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALIRANS). SOIL SAMPLING AND TESTING FREQUENCY SHALL CONFORM TO CHAPITER 8 OF THE CALTRANS CONSTRUCTION MANUAL AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND/OR CITY ENGINEER. ALL TESTING WILL BE AT THE CONTRACTOR'S EXPENSE.

19. ALL RELATIVE COMPACTION TESTS WILL BE SUBJECT TO THE FOLLOWING:

o) any scheduled relative compaction test that is not ready for testing within 15 minutes of Arrival of the Materials testing personnel shall require rescheduling. Any costs associated with rescheduling shall be borne by the

b) SHOULD ANY RELATIVE COMPACTION TEST FAIL A RETEST SHALL BE REQUIRED. COSTS ASSOCIATED WITH RETESTING SHALL BE BORNE BY THE CONTRACTOR.

20. ANY EXISTING IMPROVEMENTS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AND/OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE, TO THE SATISFACTION OF THE CITY ENGINEER. PAVEMENT REPAIR, RECONSTRUCTION, OR FULL ASPHALT CONCRETE OVERLAY WILL BE REQUIRED BY THE CITY ENGINEER FOR PAVEMENT DAMAGED DURING

21. A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION WITH THE FOLLOWING PEOPLE PRESENT: OWNER, CONTRACTOR, ENGINEER, CTY PUBLIC WORKS INSPECTOR, UTILITY COMPANIES OR THEIR REPRESENTATIVES, CONTACT CITY PUBLIC WORKS INSPECTOR ONE WEEK IN ADVANCE TO SCHEDULE A

22. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTIOR 48 HOURS PRIOR TO PERFORMING WORK REQUIRING INSPECTION. WORK PERFORMED OR COVERED WITHOUT ADEQUATE NOTICE WILL BE SUBJECT TO REJECTION.

23. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH FRIDAY. NOISE-GENERATING CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 8:00 A.M. AND 5:00 P.M. WORK ON SATURDAYS SHALL BE REQUIRE SPECIAL APPROVAL OF THE CITY ENGINEER. NO CONSTRUCTION ACTIVITY SHALL BE PERMITTED ON SUNDAYS OR STATE AND FEDERAL HOLIDAYS. WORK REQUIRING INSPECTION AFTER 3:30 P.M. M-F WILL REQUIRE CITY CONSTRUCTION INSPECTION FEE AT TIME AND A HALF (1-1/2). SAID FEE WILL BE IN ACCORDANCE WITH THE LATEST PUBLIC WORKS FEE OVERTIME SCHEDULE. WORK DONE ON SATURDAYS REQUIRING INSPECTION IS PROMIBITED UNLESS APPROVED BY THE CITY ENGINEER AND AN INSPECTOR IS AVAILABLE. INSPECTION FEES FOR SATURDAY WORK WILL BE AT TIME AND A HALF (1-1/2) WITH A FOUR HOUR MINMIUM.

24. ALL CONSTRUCTION VEHICLES SHALL ADHERE TO CITY OF ALAMEDA TRUCK ROUTES. DURING CONSTRUCTION. THE CITY STREETS SHALL BE CEANED AS OFTEN AS REQUIRED TO REMOVE ANY ACCUMULATION OF MUD AND DEBNIS RESULTING FROM THIS. CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY THE CITY OF ALAMEDA FOR HAULING ON LOCAL STREETS.

25. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT ON CITY STREETS WILL NOT BE PERMITTED.

26. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER TRAFFIC SAFETY DEVICES NECESSARY TO PROVIDE PUBLIC SAFETY IN ACCORDANCE WITH CALTRANS, WORK AREA TRAFFIC CONTROL HANDBOOK AND CAL-OSHA SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE APPROVAL OF THE CITY ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF 5

27. NO PARKING SIGNS ARE AVAILABLE AT THE BUILDING SERVICES OFFICE, ROOM 190, CITY HALL SIGNS SHALL BE POSTED 48 HOURS IN ADVANCE. A FEE WILL BE CHARGED FOR THE SIGNS, COLLY OTF OF ALAMEDA ISSUED NO PARKING SIGNS WILL BE ALLOWED. THE CONTRACTOR SHALL ALLOW A MINIMUM FIVE WORKING DAYS FOR REVIEW.

28. CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MUFFLED. UNNECESSARY IDLING OF GRADING CONSTRUCTION EQUIPMENT AND PREMARIA TO SPROFILED THE DRIVEN CONSTRUCTION YEARLOSS COLUMENT AND PREMARIA TO COLOS SHALL BE REQUIPMENT OF SEFECTIVE.

INTAKE AND EXHAUST MUFFLERS: EQUIPMENT SHALL BE PROPERLY ADJUSTED AND MAINTAINED. ALL CONSTRUCTION EQUIPMENT SHALL BE EQUIPMENT ADJUSTED AND ACCORDANCE WITH OSHA STANDARDS. CONSISTENT WITH MITGRATION MEASURE NOT—GDP—1

AND NOT—SDP—1. DENTIFIED IN THE MITIGATION MONITORING PROGRAM.

29. STATIONARY NOISE-GENERATING CONSTRUCTION EQUIPMENT SUCH AS COMPRESSORS SHALL BE LOCATED AS FAR AS PRACTICAL FROM OCCUPIED RESIDENTIAL HOUSING UNITS.

30. CONTRACTOR SHALL BE RESPONSIBLE FOR RESPONDING TO AND MITIGATING ANY LOCAL COMPLAINTS ABOUT CONSTRUCTION NOISE,

31. CONSTRUCTION EQUIPMENT, TOOLS, ETC. SHALL NOT BE CLEANED OR RINSED INTO A STREET, GUTTER, STORM DRAIN OR STREAM. SHOVEL OR VACUUM SAWCUT SLURRY AND REMOVE FROM SITE.

32. A CONTAINED AND COVERED AREA ON-SITE SHALL BE USED FOR STORAGE OF CEMENT BACS, PAINTS, FLAMMABLES, OILS, FERTILIZERS, PESTICIDES, OR ANY OTHER MATERIALS THAT HAVE POTENTIAL FOR BEING DISCHARGED TO THE STORM DRAIN SYSTEM BY WIND OR IN THE EVENT OF A MATERIAL SPILL.

33. ALL CONSTRUCTION DEBRIS SHALL BE GATHERED ON A REGULAR BASIS AND PLACED IN A DUMPSTER WHICH IS EMPTIED OR REMOVED WEEKLY. WHEN FEASIBLE, TARPS SHALL BE USED ON THE GROUND TO COLLECT FALLEN DEBRIS OR SPLATTERS THAT COULD CONTRIBUIT TO STORMWATER POLLUTION. ANY TEMPORARY ON-SITE CONSTRUCTION PILES SHALL BE SECURELY COVERED WITH A TARP OR OTHER DEVICE TO CONTAIN

22101725

34. CONCRETE/BUNITE TRUCKS AND CONCRETE/PLASTER FINISHING OPERATIONS SHALL NOT DISCHARGE WASH WATER INTO THE STREET GUTTERS OR DRAINS.

35. Trash and debris shall be cleaned up daily on all public streets in the project vicinity and along haul routes. Sweep as needed and as directed by

36. THE CONTRACTOR SHALL RECYCLE/REUSE AT LEAST 50% OF THE REMOVED CONCRETE, ROCK, ASPHALT OR OTHER SIMILAR MATERIALS TO AN APPROVED MATERIALS RECYCLING LOCATION OTHER THAN A LANDFILL. THE 50% SHALL BE DETERMINED BY WEIGHT OF MATERIALS. COPIES OF ALL DIVERSION/DISPOSAL WEIGHT/RECEIPT TAGS SHALL BE SUBMITTED TO THE PUBLIC WORKS CONSTRUCTION INSPECTOR.

37. THE CONTRACTOR SHALL SUBMIT A WASTE REDUCTION AND RECYCLING PLAN (WRRP) PRIOR TO CONSTRUCTION. THE WARP MUST BE REVIEWED AND APPROVED BY THE PUBLIC WORKS STAFF BEFORE DEMOLITION. THE APPROVED WASTE REDUCTION AND RECYCLING PLAN FINAL SUMMARY REPORT MUST BE FILLED OUT AND SIGNED BY THE CONTRACTOR AT PROJECT COMPLETION. BLANK WARP FORMS ARE AVAILABLE FROM THE PUBLIC WORKS CONSTRUCTION INSPECTOR.

SUB-CONSULTANT

No. 81158 + SP. 09/30/05

CONSULTANT

PLEASANTON, CA



DEVELOPER



OWNER

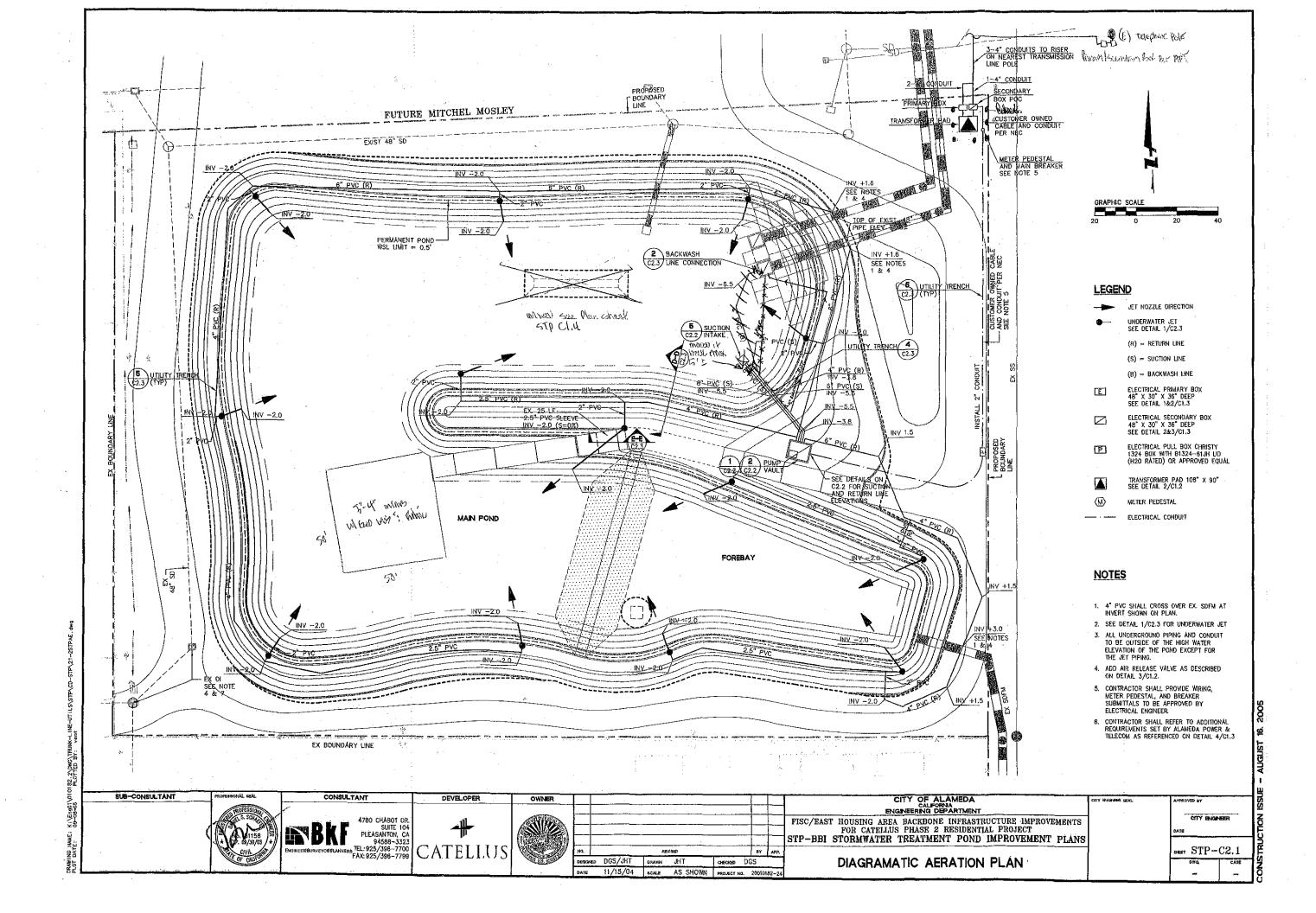
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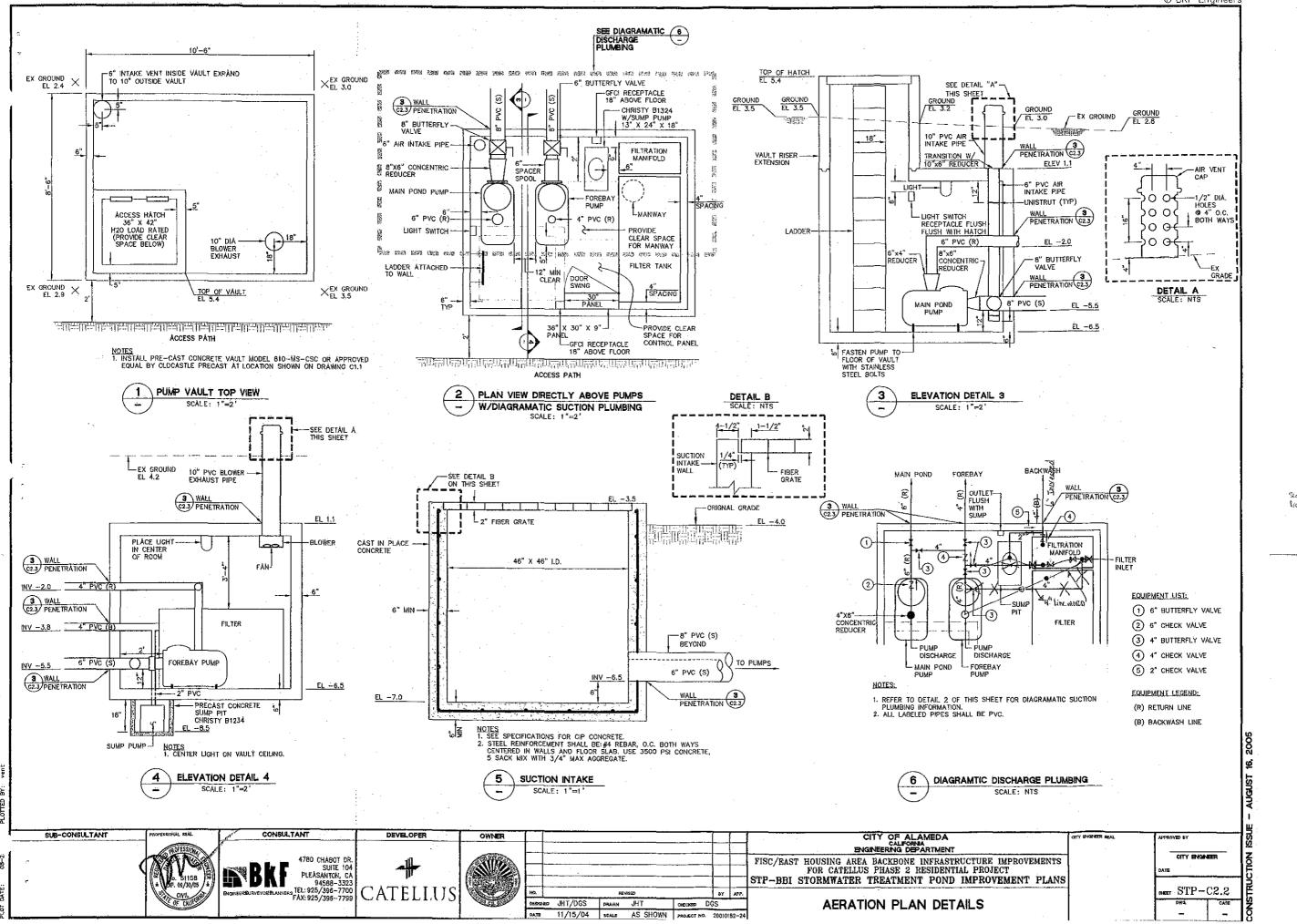
CITY OF ALAMEDA ENGINEERING DEPARTMENT FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS
FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

CITY STANDARD NOTES

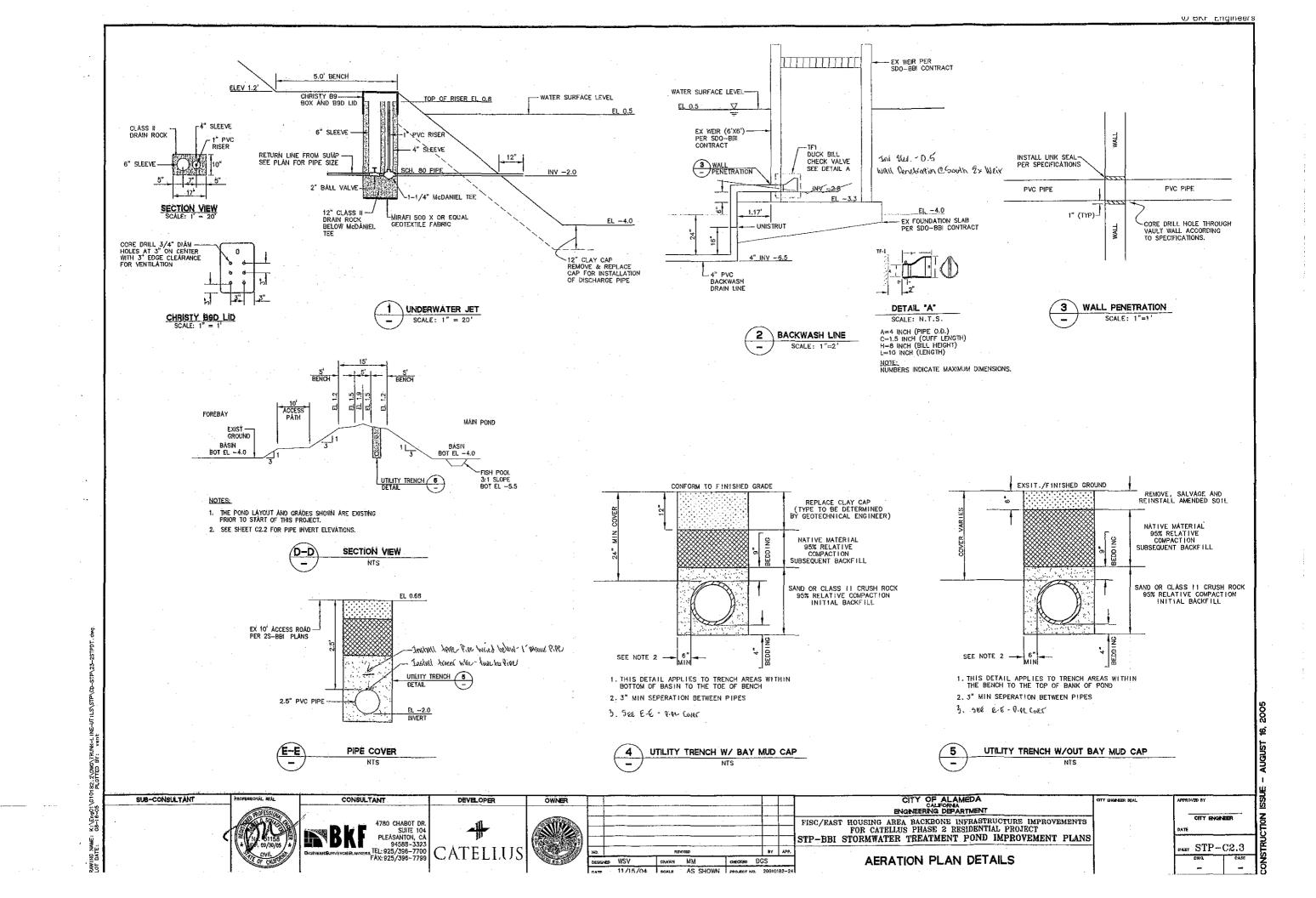
CITY ENGINEER TTP-C0.4 CASE

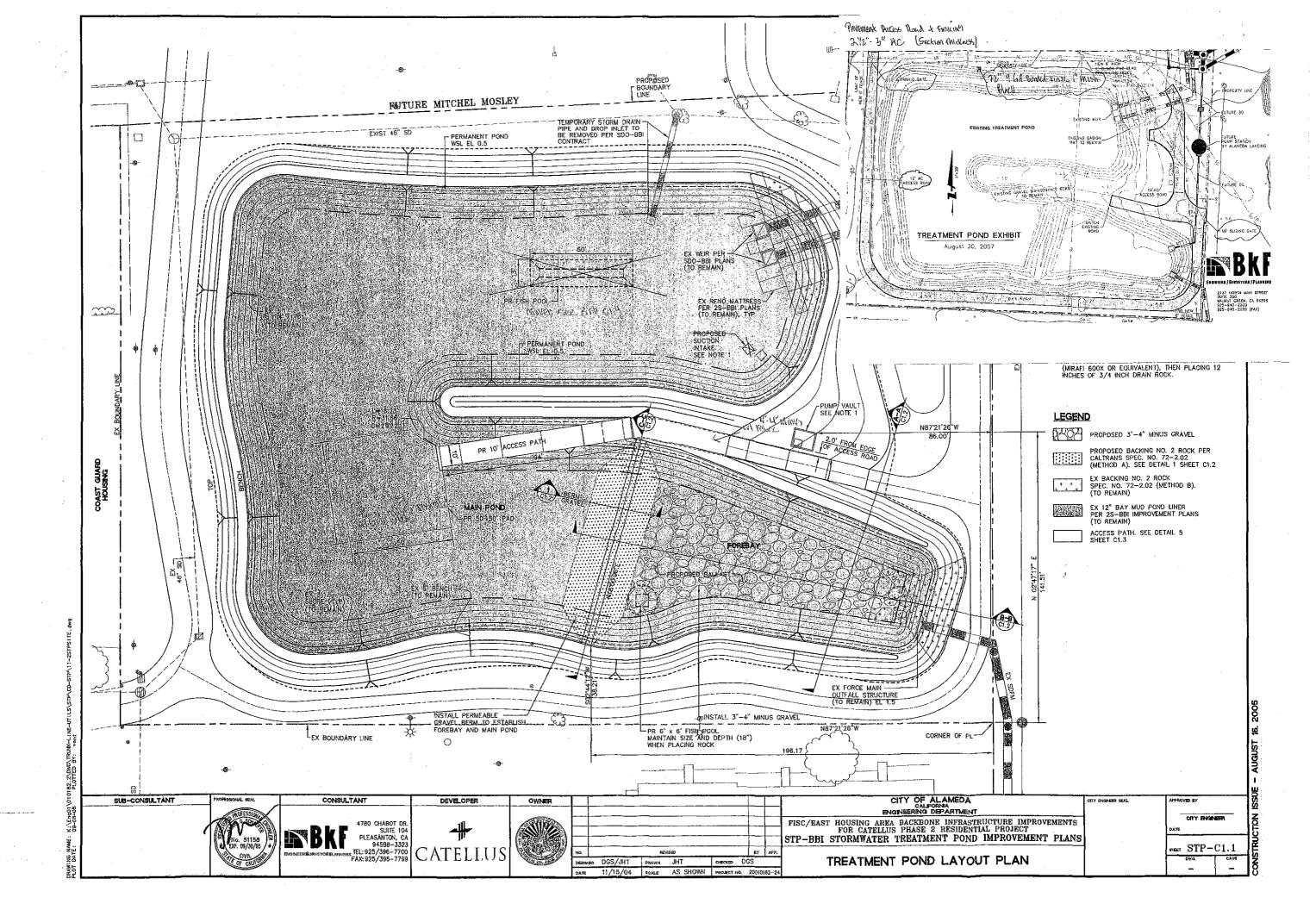
TTY ENGINEER SEAL

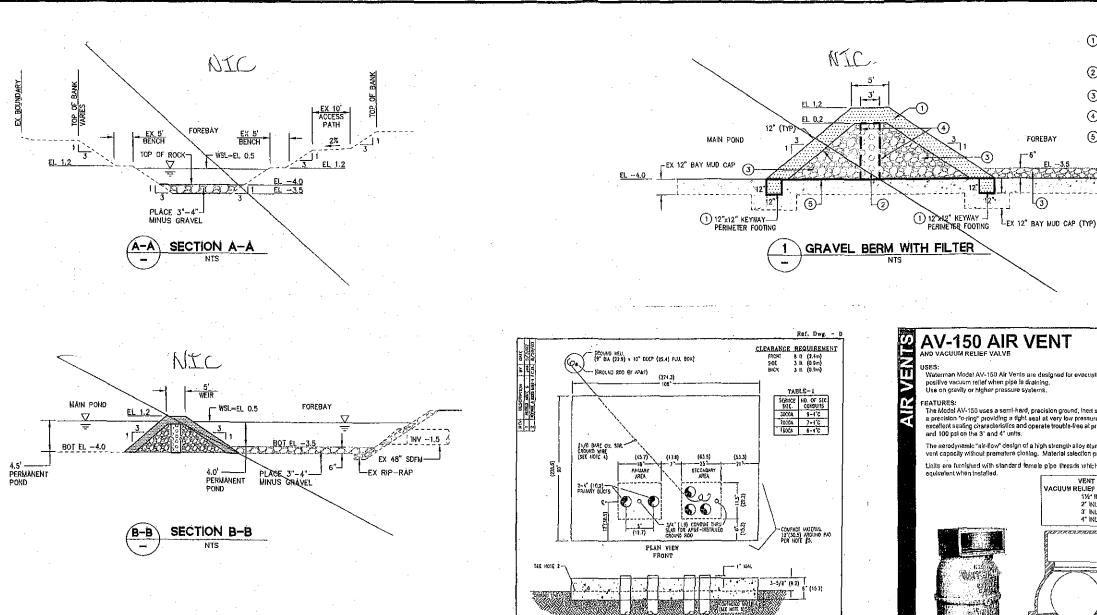


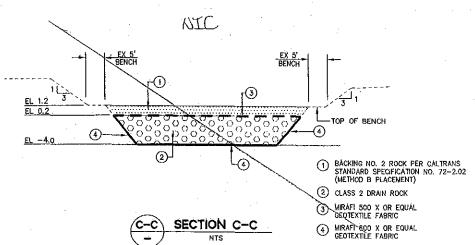


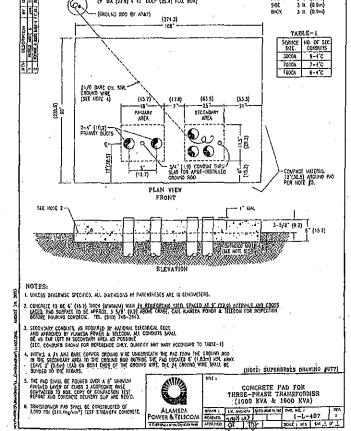
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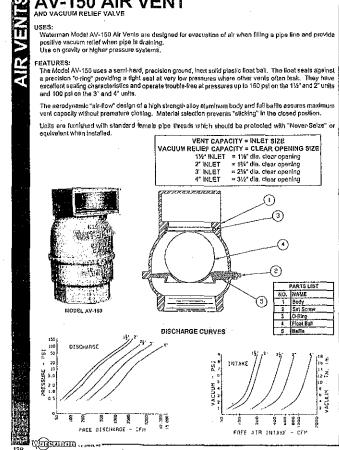












12" LAYER OF BACKING NO. 2 ROCK PER CALTRANS STANDARD SPECIFICATION NO. 72-2.02

(METHOD A PLACEMENT)

(3) BALLAST 3" TO 4" MINUS GRAVEL

(2) CLASS 2 DRAIN ROCK

MIRAFI 500 X OR EQUAL GEOTEXTILE FABRIC

5 MIRAFI 600 X OR EQUAL GEOTEXTILE FABRIC

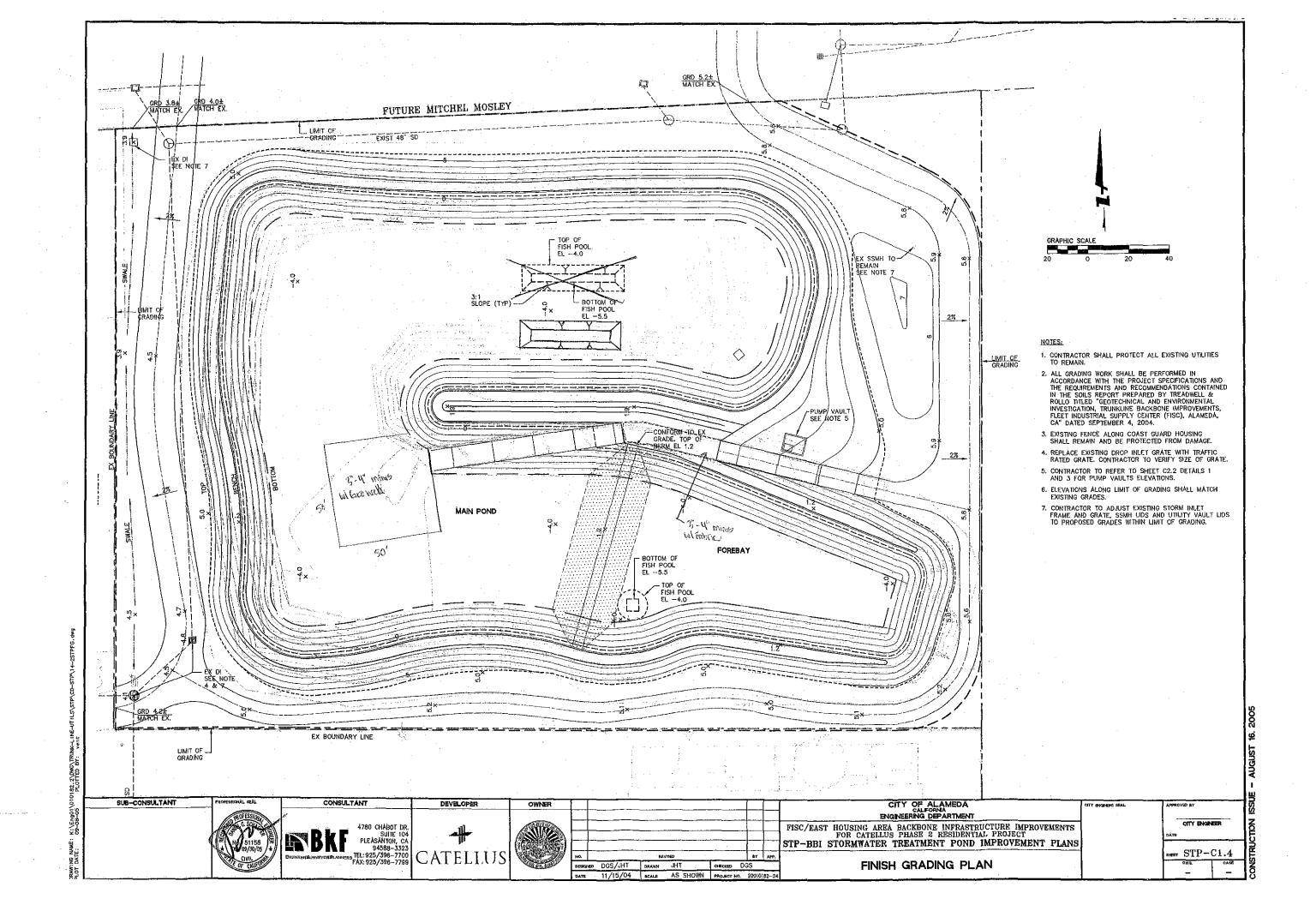
NOTE

1. INSTALL ON LINE SIZE x 1.5" THREADED REDUCER TEE WITH 1.5" x 2" SCH. 80 THREADED NIPPLE. VALVE ASSEMBLY TO BE HOUSED IN A CHRISTY 89 BOX AND B90 LIO OR APPROVED EQUAL. 890 LID TO BE CORE DRILLED AS SHOWN ON DETAIL 1/SHEET C2.3. INSTALL 6 INCHES OF CLASS II GRAVEL FILL TO BASE OF AIR VENT VALVE. AIR VENT VALVE TO BE 1.5" INLET.



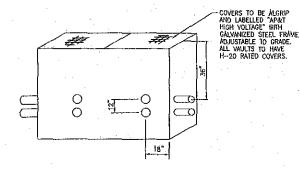


SUB-CONSULTANT CONSULTANT CITY OF ALAMEDA ENGINEERING DEPARTMENT DEVELOPER OWNER 4780 CHABOT DR. SUITE 104 PLEASANTON, CA 94588-3323 TEL: 925/396-7700 FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS CITY ENGINEER ET STP-C1.2 CATELLUS FAX: 925/396-779 TREATMENT POND DETAILS DRAWN MM checked DGS WSV

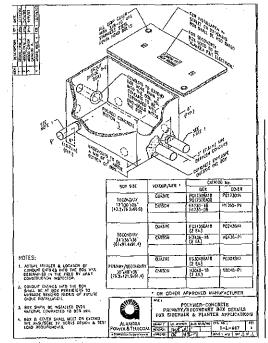


NOTE: PROVIDE NON-SKID GÅLVÄNIZED ADJUSTÅBLE VAULT COVER WITH COIL BOLTS.

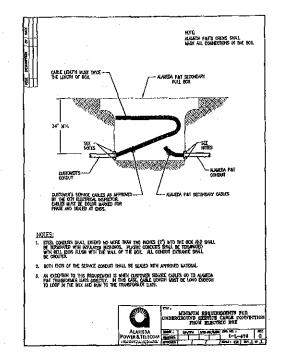
AP&T VAULT DETAIL PRIMARY VAULT FOLDING DETAIL



PRIMARY VAULT REAR ELEVATION



2 PRIMARY/SECONDARY BOX DETAILS NTS



MIN REQUIREMENTS FOR UNDERGROUND SERVICE CABLE CONNECTION FROM ELECTRIC BOX



Central Permits Office

December 23, 2004

Permit Application No.: C904-1111 Address: 1 TRACT 7397, ALANEDA, CA Project Description:Sydemaker Treatment Fond Ownor: ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY

Alameda Power & Telecom (Alameda P&T) has reviewed the above permit application and has the following conditions/comments: [marked X]

81. Alazeda P&T approves the permit application with the following comments:

a. Alameda P&T recommends changing the voltage rating of the 3-phase pumps from 440V to 200%. (Refer to attached Contract Documents (CPO Submittal-November 15, 2004, Part 2.3.B & C). b. Additional trenching and associated substructure work will be required from the new padmounted transformer location to a new riser at the nearest transmission pole. (Refer to mark-up shown on sheet STF-Ci.1).

54. The owner/developer's electrical consultant shall coordinate power requirements with Alexeda FeT. Failure to do so may delay project implementation:

35. Comer/developer shall provide all necessary underground substructures which may include the following: D trunk feeder condutes @ primary conduits: @ secondary ornduits: D vaults: @ primary pull boxes: @ secondary pull boxes, U switch pad; @ trunkformer pad, @ boliates.

Application No.: CB04-1111 Page 2 of 3

E7. To ensure that all substructure contract work is done per Alameda PST standards, Alameda PST will assign an inspector during construction.

The owner/developer shell furnish and install the following:
Code-sized copper service cables in Code-sized conduit from
each commercial/industrial building to the mearest utility
pull box or equipment. (Contractor to supply two-hole
compression connectors to Alazede PET for connection of
service cables lerger than 500 kcmil copper to the transformer
secondary).

810. The owner/developer shall furnish and install a EUSERC-compliant service equipment for each building, Nater locations shall be subject to Alareda Far's approval.

811. All 480 tolt services and all other sarvices 800 America or larger shall have a linds and demonster. Service equipment death and a linds and demonster. Service equipment approved. A copy of the same drawing shall be subnitted to the City's Building Services Department for approval by the Combination Impedence.

812. The commandeveloper shall provide, at no charge to Alemeda PKT, essements and access to all electrical utility facilities that are in the private proparty. At a minimum, a draft easement shall be subsitted before any service could be energized.

83) Alexeda PEN will bekener excepting and will be componeable for comparating the new metapround trunk, primary and secondary distribution systems, including gad-mounted switches and transformer. The customers will be responsible for their respective service conduits, service cables, and service equipment.

814. Alameda P&T will Charge the owner/developer for the actual cost of all expenses associated with the utility duct system that the statement of the cost for this projection inspection. An estimate of this cost for this project is § [TED]. To initiate a work order. Alameda P&T will require a check or a purchase order from the developer/customs.

Application No.: CBD4-1111 Page 3 of 3

815. Developer's contractor shall obtain an electrical permit from the City's Building Services Department. Electrical installation must be approved by the City's Combination Inspector before any service could be energized.

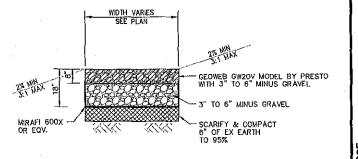
815. The owner/developer or his/her electrical consultant shall submit to Alamoda P&T two sets of approved drawings showing the required electric utility facilities.

If you have any questions, please call re at $\{510\}$ -748-3988 or Juan Vilca at $\{510\}$ -748-3998.



cc: C. Banaban J. Ulloa K. Singh

AC:STB-BBI plan review.wpd



TTY BIKANBER SEA

PERMIT CONDITIONS BY ALAMEDA POWER & TELECOM



SUB-CONSULTANT

BKF

CONSULTANT

4780 CHÁBOT DR. SUITE 104 PLEÁSÁNTON, CÁ 94588-3323 TEL: 925/396-7700 FAX: 925/396-7799

CATELLUS

DEVELOPER

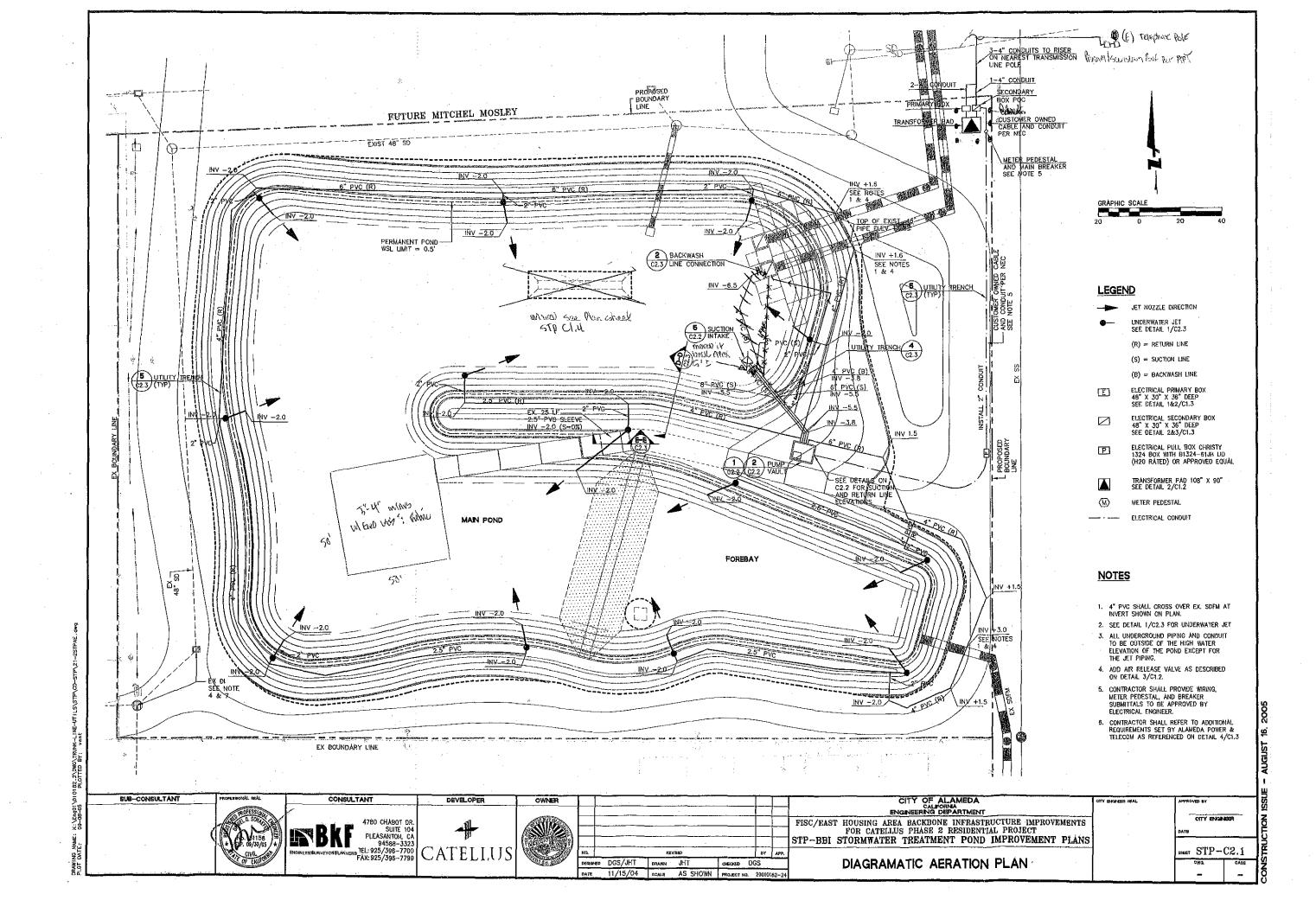


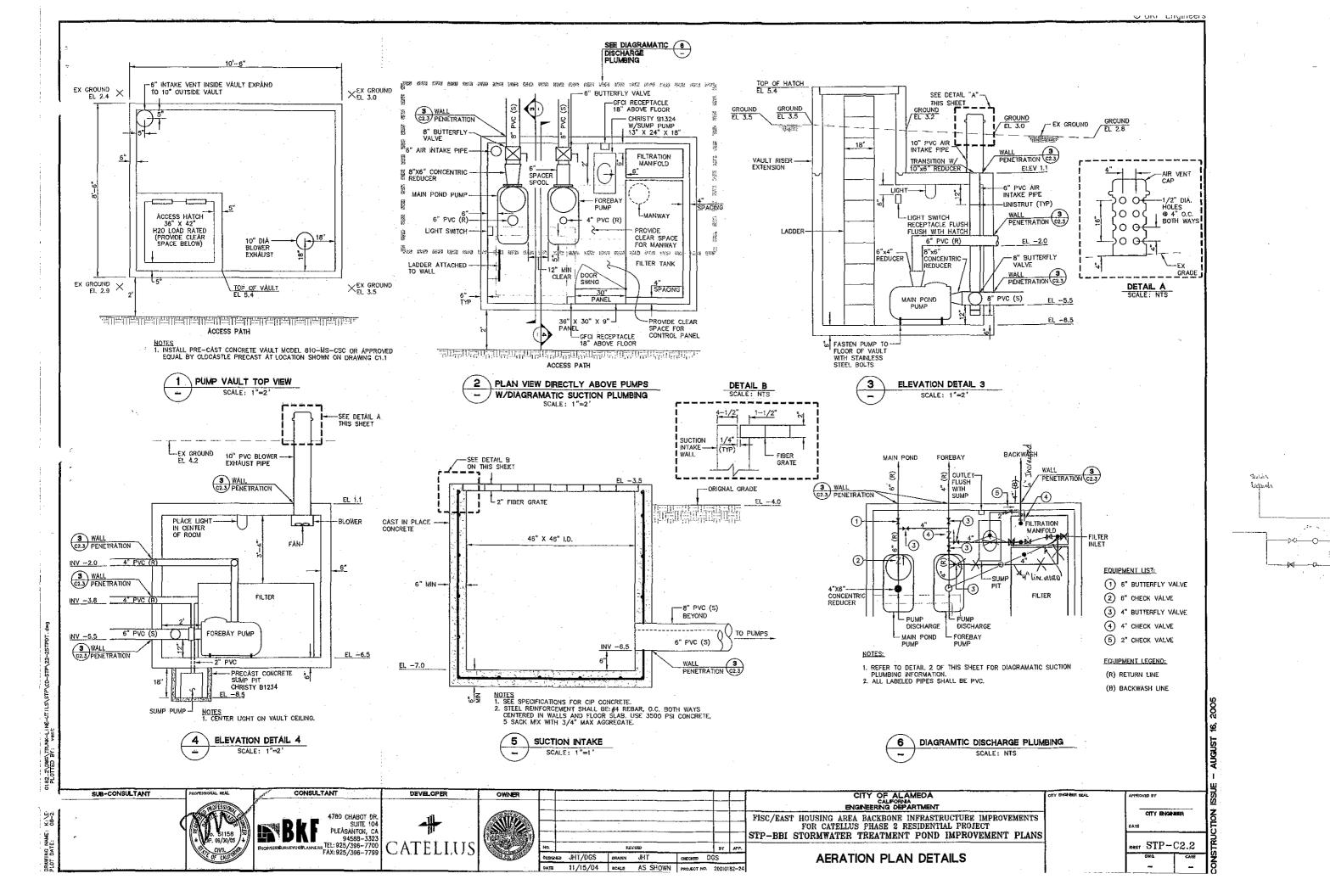
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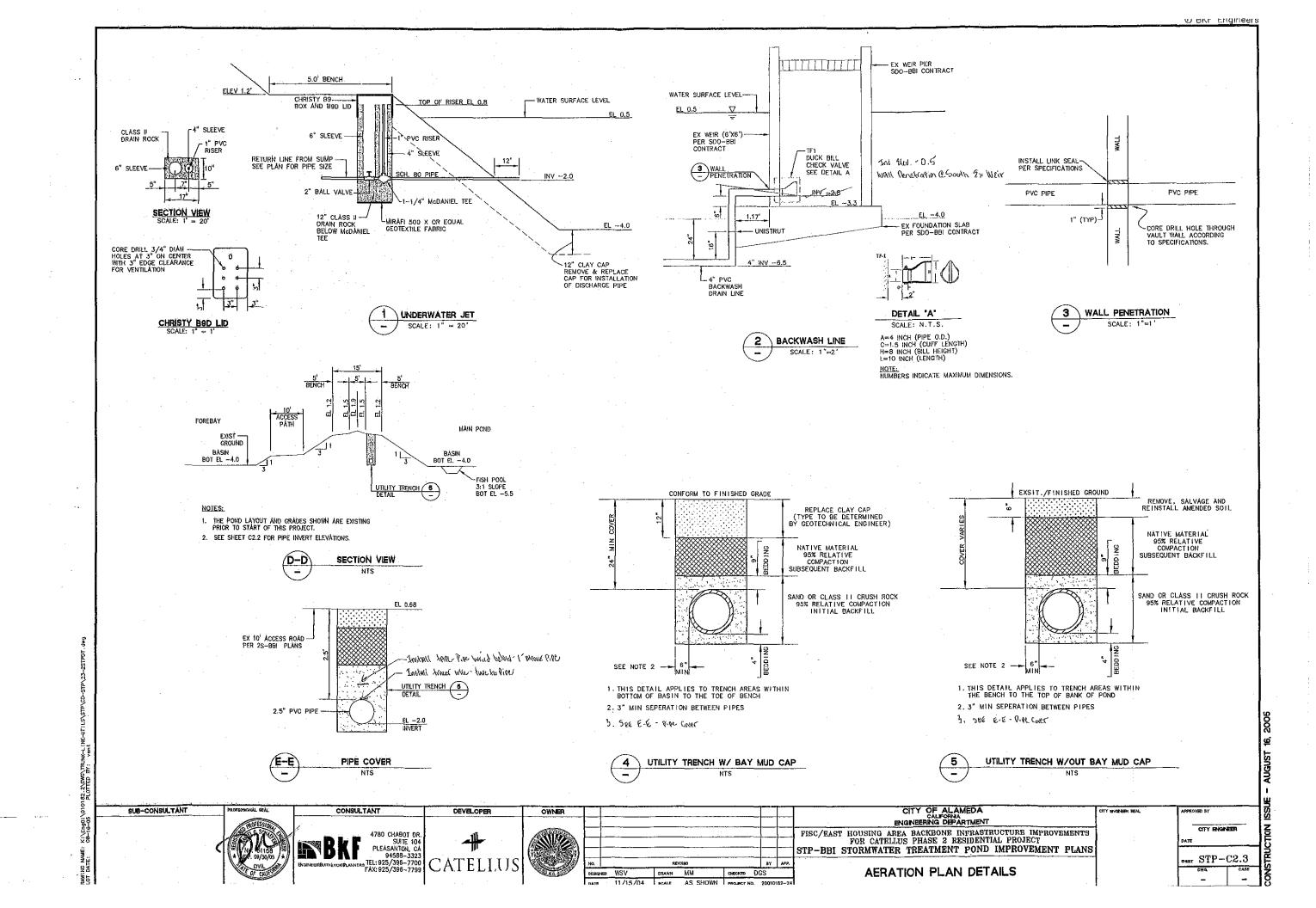
CITY OF ALAMEDA CALFORNA ENGINEERING DEPARTMENT FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

CITY ENGINEER STP-C1.3

TREATMENT POND DETAILS





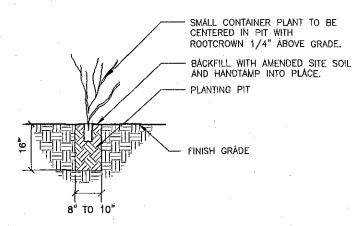


PLANTING SCHEDULE

	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QUANTITY	APPROX. SPACING
		Sciens Robushis	HYUR BUILDY		519	
WETLAND	-ELE-MAC	ELEOCHARIS MACROSTACHYA	CREEPING SPIKERUSH	TREEBAND-	519	3 FT.
	JUN BÁL	JUNGUS BALTICUS	BÁLTIC RUSH	TREEBAND	469	3 FT.
	JUN MEX	JUNCUS MEXICANUS	MEXICAN RUSH	TREEBAND	181	3 FT.
	LEY TRI	LEYMUS TRITICOIDES	CREEPING WILD RYE	TREEBAND	555	3 FT,
	MUH RIG	MUHLENBERGIA RIGENS	DEERGRASS	TREEBAND	256	3 FT.

PLANTING NOTES

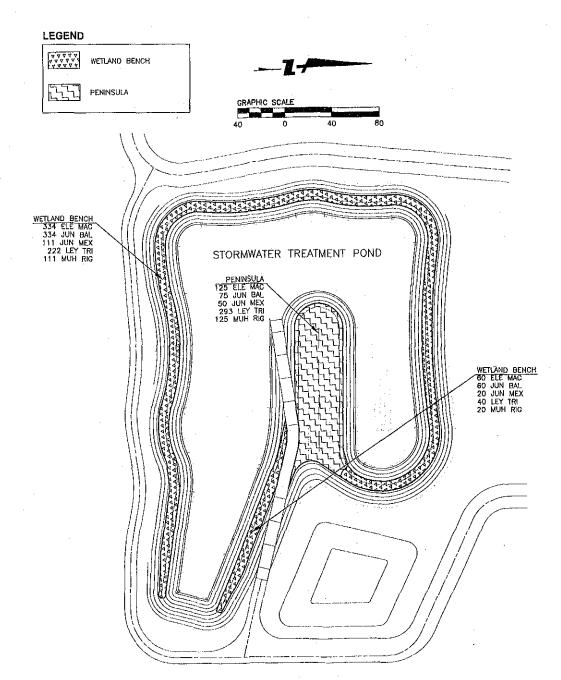
- 1. SOIL AMENDMENT APPLICATION AND HYDROSEEDING SHALL OCCUR PRIOR TO PLANT INSTALLATION PER THE 2S-BBI PROJECT.
- ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREPERSON.
- 3. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD BY THE PROJECT BIOLOGIST.
- 4. PLANT LOCATIONS ARE TO BE ADJUSTED IN THE FIELD AS NECESSARY TO SCREEN UTILITIES BUT NOT TO BLOCK NOR IMPEDE ACCESS.
- 5. SEE SHEETS STP-L1.1 AND STP-L1.2 FOR PLANTING DETAILS.
- 6. SEE SHEET STP-C1.1 FOR EXPANDED TREATMENT POND AREA, LANDSCAPING TO EXTEND AND CONFORM TO EXPANDED POND AREA.

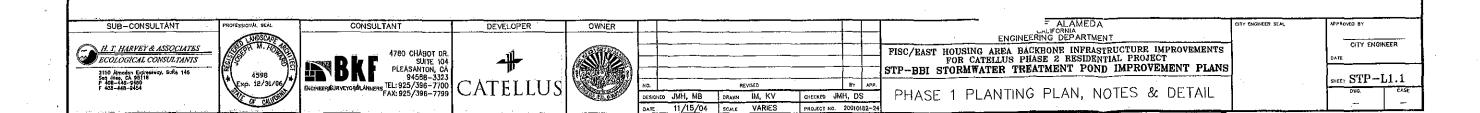


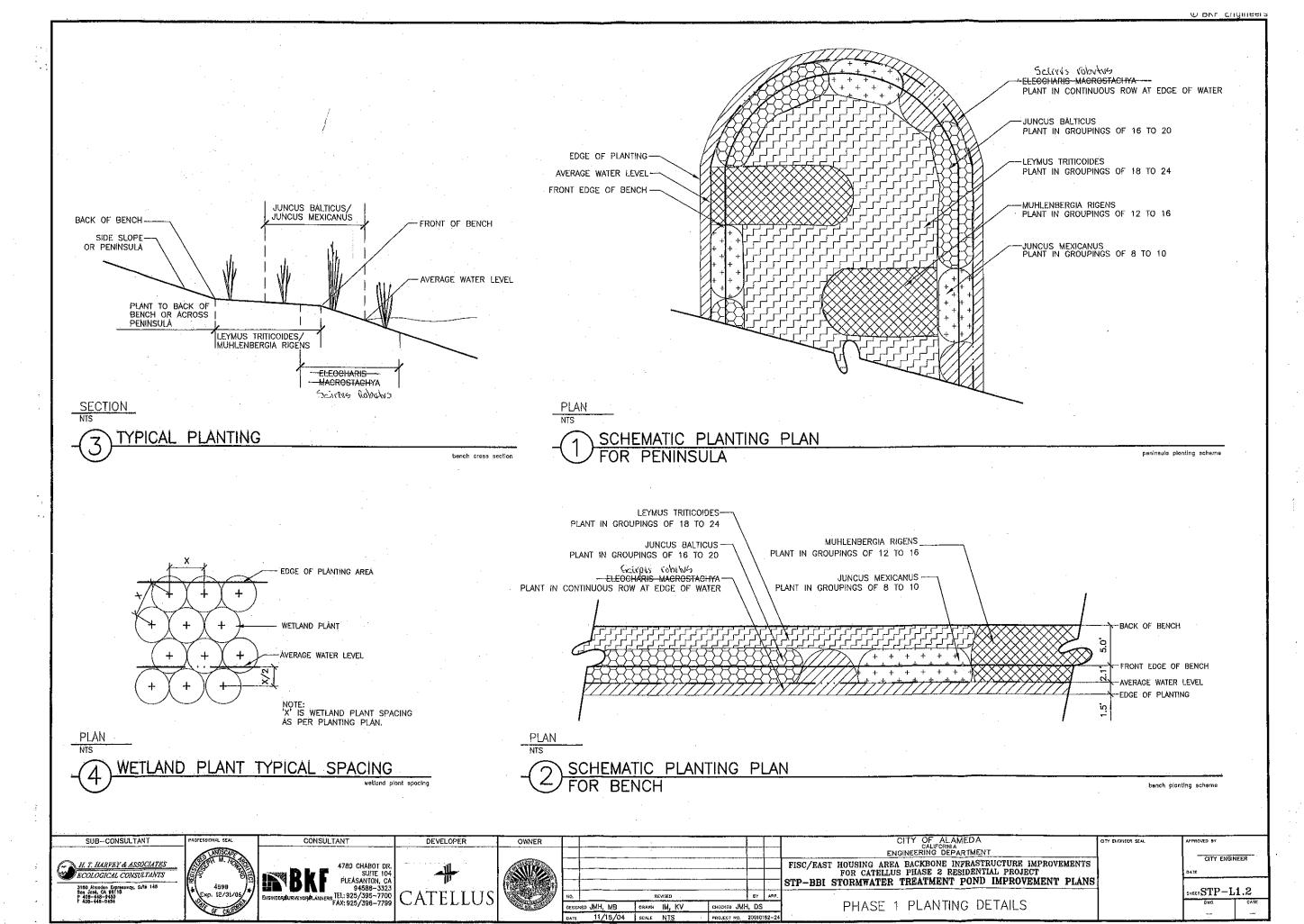
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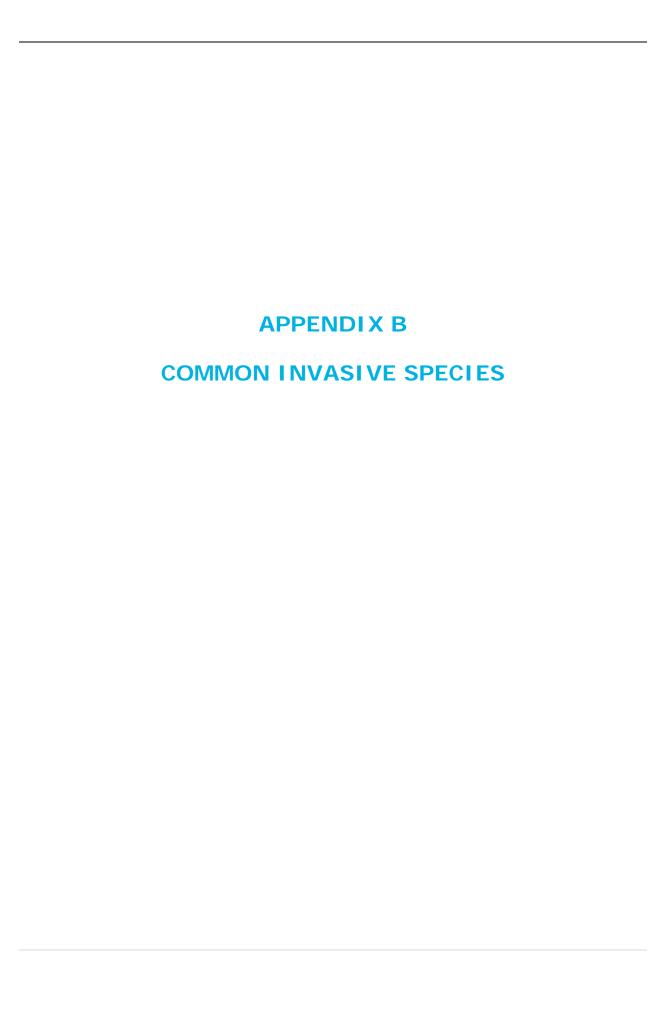
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CONTAINER STOCK PLANTING









COMMON INVASIVE PLANT SPECIES

The invasive species summarized below have been confirmed on-site or have a moderate to high likelihood of occurring at Bayport STP. For each species, identification tips and photos are shown, as well as preferable timing and methods for controlling the species. This information is provided to assist City personnel in identifying if invasive species exist and may need to be removed so this can be relayed to the City's landscaping contractor. Any invasive species management actions must be consistent and in full compliance with the City's Integrated Pest Management (IPM) policy. Use of chemical controls can only proceed if they are in accordance with the IPM policy.

Fennel (Foeniculum vulgare) - Confirmed on site

Identification: Tall robust with highly dissected fern-like leaves. Easily identified due to

strong anise (licorice) scent of foliage. Flowers appear from May to

September.

Growth and Spread: Reproduces from both root crowns and seeds

Control:

Manual removal can be effective and care should be taken to remove as much of the taproot as possible to prevent re-sprouting. Slashing the plant at the base just before flowering has been shown to be effective and may kill plants. Even if plant recovers, slashing just before flowering will prevent seed set. Cut or dug plants should be removed from the site to prevent seed from becoming viable while plant decomposes.

Triclopyr and Glyphosate have been shown to be effective chemical controls. Follow up treatments at least once a year following the initial treatment are critical as seedbank is long lived and plant can sprout at any time of year.





Bristly Ox Tongue (Helminthotheca echioides) - Confirmed on site

Identification: Annual plant that can grow to roughly 3 feet tall. Milky sap and stiff, bristly

foliage with yellow dandelion like flower heads. Plants overwinter as

rosettes before bolting in late spring.

Growth and Spread: Seed is spread on the wind.

Control: Manual removal can be accomplished with hand-pulling, mowing/string

trimming. Manual control is most effective when roots are removed at least two inches below the surface. Annual follow up treatments should be

carried out to exhaust seed bank.





Seedling Leaves





Yellow Starthistle (Centaurea solstitialis)

Identification: Yellow flower with spiny seed-heads appear in April and last through

September. Gray-green foliage

Growth and Spread: Spreads rapidly through wind-blown seeds. Priority should be given to

removal of flowering plants before flowers go to seed in mid-late summer. Focus removal efforts to May and June when plants are germinated and

bolting, but flowers are not yet viable.

Control: Manual removal can be effective and must include the entire plant as well

as a majority of the taproot to prevent re-sprouting. Individual plants should be removed from site immediately as flowers are capable of

maturing and spreading seed even after being picked.



Seedling





Pampas Grass (Cortaderia selloana, C. jubata)

Identification: Plants up to 6 feet tall with bunched mass of thin serrated leaves. Flowers

appear in winter as feathery collections of white flowers on stout stalks.

Growth and Spread: Spreads from windblown seed

Control: Manual removal of individuals is most effective. Removal should include

entire crown and top-section of roots to prevent resprouting. Extra care should be given when removing and transporting flowers as each plume

can produce 100,000 seeds that are easily distributed with wind.

Recommend bagging any flower material after removal to prevent seed

spread while transporting off site.





(© 2005 Margo Bors)

Perennial Pepperweed (Lepidium latifolium)

Identification: Large plant up to 6 feet tall with smooth green-grayish leaves. Tiny white

flowers occur in dense aggregations from May to July. Large, fleshy

taproots have strong scent of horseradish.

Growth and Spread: Sprouts from rhizomatous roots

Control: Do not pull, dig, or cut the roots as this may stimulate new growth.

Chemical control is needed.





Seedling (© Joseph M. DiTomaso)









CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY

IPM CONTRACT SPECIFICATIONS

COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with the most-current version of its Municipal Regional Stormwater NPDES Permit, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - 1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - 2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - 3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - 4. Biological controls (e.g., natural enemies or predators); (5)
 - 5. Reduced-risk chemical controls (e.g., soaps or oils);
 - 6. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist (attached) for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that may require regular application of chemical controls the contractor shall submit one checklist annually prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - 2. Organophosphorous pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - 3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil and its degradates
 - 4. Diamides (chlorantraniliprole and cyantraniliprole), diuron, indoxacarb
 - 5. Copper-based pesticides unless their use is judicious, other approaches and

	techniques have been considered, and the threat of impact to water quantum prevented	uality is				
	prevented. Contractor shall sign the Contractor Verification Form (attached) indicating the implement the City's IPM Policy, and return a signed copy to the City's project manager an annual Report of all provide to the City's project manager an annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of all provides in a signed copy to the City's project manager and annual Report of a	anager. esticide				
	usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide. Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.					
	y of the City's IPM Policy may be obtained from the City's project manager and is an elective City Clerk.	so on file				
Contra the fol Please	actor will consider the City IPM Policy's hierarchy of options or alternatives listed belowing order before recommending the use of or applying any pesticide on City perovide a written explanation in each section below of why the specific pest many is not appropriate:	roperty.				
. ,	controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allow l life cycle of weeds)	ving				
Comm	nent:					
(2) Ph	ysical or mechanical controls (e.g. hand labor, mowing, exclusion)					
Comm	nent:					
	altural controls (e.g. mulching, disking, alternative vegetation), good housekeeping ng desk area)	(e.g.				
Comm	nent:					
(4) Bio	ological controls (e.g., natural enemies or predators)					
Comm	ent:					

(5) Reduced-risk chemical controls (e.g., soaps or oils)				
Comment:				
(6) Other chemical controls				
Comment:				
Contractor Representative				
Print Name				
Date				
City Contractor				

City of Alameda Contractor Verification Form Implementation of City of Alameda Integrated Pest Management Policy

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

	Pest Management Contractor shall provide to City project manager for pre-approval the Pest				
	Management Considerations Checklist.				
Pest Management Contractor water quality, human health a				se of the following pesticides that threaten	
	0	1		as identified by the Environmental Protection	
	0	Organophosphorous palathion)	pesticides (e.g., th	nose containing Diazinon, chlorpyrifos or	
	0		a-cyhalothrin, me	a-cyfluthrin, cypermethrin, deltamethrin, tofluthrin, permethrin, and tralomethrin), il and its degradates	
	0			ntraniliprole), diuron, and indoxacarb	
	 Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented. 				
	If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.				
City I	Departme	ental Representative	_	Contractor Representative	
	Pr	int Name		Print Name	
Date		_	Date		
City Department		_	City Contractor		

[Provider Name] 1 Version 12-01-21

STANDARD SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (" Agreement ") is entered into this day of, 20 (" Effective Date "), by and between the CITY OF ALAMEDA, a municipal corporation ("the City "), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (" Provider "), in reference to the following facts and circumstances:
RECITALS
A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
B. The City is in need of the following services: Maintenance of the Bayport Stormwater Treatment Pond. City staff issued an RFP on August 4, 2022 and after a submittal period of 14 days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs
C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
D. The City and Provider desire to enter into an agreement for Maintenance of the Bayport Stormwater Treatment Pond, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1.	TERM:				
	The term of	this Agreement	shall commence on the	day of	2022, and shall
termina	ate on the	_ day of	2027, unless term	minated earlier as	set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

in <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. <u>COMPENSATION TO PROVIDER:</u>

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.
 - b. The total five-year compensation for this Agreement shall not exceed \$XXX,XXX.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. <u>STANDARD OF CARE</u>:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. <u>NON-DISCRIMINATION</u>:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited

to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

- a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. <u>INSURANCE</u>:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5) Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the

term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) <u>Liability</u>:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. <u>CONFLICT OF INTEREST</u>:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

- a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.
- b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.
- c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."
- d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
- c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. <u>RECORDS</u>:

- a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").
- b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.
- c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 ATTENTION: [Title] Ph: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

ATTENTION: Jeanette Navarro, Engineering Office Assistant

Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

18. SAFETY:

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.
- b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. <u>TERMINATION</u>:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. <u>ATTORNEYS' FEES</u>:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as

all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. <u>CONFLICT OF LAW:</u>

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. <u>DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:</u>

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at https://efiling.dir.ca.gov/PWCR

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: https://apps.dir.ca.gov/ecpr/das/altlogin

27. <u>COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:</u>

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with the most-current version of its Municipal Regional Stormwater NPDES Permit, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - 7. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - 8. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - 9. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - 10. Biological controls (e.g., natural enemies or predators); (5)
 - 11. Reduced-risk chemical controls (e.g., soaps or oils);
 - 12. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist (attached) for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that may require regular application of chemical controls the contractor shall submit one checklist annually prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - 6. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - 7. Organophosphorous pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - 8. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil and its degradates
 - 9. Diamides (chlorantraniliprole and cyantraniliprole), diuron, indoxacarb

- 10. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
 Contractor shall sign the Contractor Verification Form (attached) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

28. <u>CAPTIONS</u>:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

29. <u>COUNTERPARTS</u>:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

30. **SIGNATORY**:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

31. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY a (California corporation, LP, LLC, GP, sole proprietor/individual)	CITY OF ALAMEDA a municipal corporation	
NAME TITLE	City Manager	
 NAME	RECOMMENDED FOR APPROVAL	
TITLE	Erin Smith Public Works Director	
	APPROVED AS TO FORM: City Attorney	
	Len Aslanian Assistant City Attorney	

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated ¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

	•
[Name of Entity]	Date:
By: [Name of Authorized Individual] Its [Title]	

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

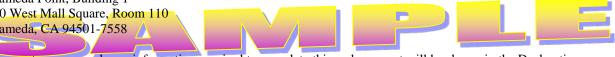
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558



(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)
Name of Person or Organization: City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501-7558	HEDULE

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

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