REQUEST FOR PROPOSALS

ENGINEERING, DESIGN, AND PERMITTING – UST CLOSURE PROJECTS AT MAINTENANCE SERVICE CENTER AND ALAMEDA POLICE DEPARTMENT

CITY OF ALAMEDA, CALIFORNIA



Issued: 2/23/2024 Submittal Deadline: 3/15/2024

to

CITY OF ALAMEDA
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attn: Zach Petit

CITY OF ALAMEDA REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS

ENGINEERING, DESIGN AND PERMITTING SERVICES FOR UST TANK CLOSURE AND UST/AST TANK INSTALL – MAINTENANCE SERVICE CENTER AND ALAMEDA POLICE DEPARTMENT

I. INTRODUCTION AND BACKGROUND

The City of Alameda is soliciting proposals from qualified service providers to design and permit the abandonment of three underground service tanks (UST) and their replacement with aboveground service tanks (AST) at the City's Maintenance Service Center (MSC), and the excavation and replacement of a single UST at the Alameda Police Station. The City's fueling station at the MSC is currently served by three single-wall, fiberglass USTs (one 6,000-gallon gasoline tank and two 1,000-gallon diesel fuel tanks). In order to comply with state and federal regulations, all three tanks must be closed in accordance with Alameda County Department of Environmental Health (ACDEH) requirements and associated State and Federal regulations. The City's intent is to pursue approval to abandon these tanks in-place and install new AST's and associated fueling equipment to meet current and future fueling needs and regulatory requirements.

The City's Police Department currently has one diesel-fueled standby/backup generator that is served by a 6,000 gallon, single-wall, fiberglass UST. In order to comply with state and federal regulations, this tank must be closed in accordance with ACDEH requirements and associated state and federal regulations. The City's intent is to remove this tank and replace it with a new double-wall, compliant UST with a capacity of 6,000 gallons.

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

II. SCOPE OF SERVICES

The scope of services to be covered by this RFP include the following work for the closure of all existing USTs at both locations: identify all regulatory requirements for this work, provide engineering and design services, perform any necessary soil and water sampling/profiling, securing required permits, and any other associated work needed to complete tank closures. The scope also includes providing engineering and design services to deliver a complete drawings and specification package for the installation of new ASTs (at MSC) and the new UST (at APD).

Specific details for each location are as follows:

Maintenance Service Center (MSC):

The existing USTs are located under a steel-framed canopy that covers the fueling facility. It is the City's intent to leave this structure in place and request approval from ACDEH to allow for the existing USTs to be abandoned in place. The City has confirmed with ACDEH that they will consider this request with the submission of the required "UST Closure Plan".

There is an existing automated vehicle wash bay immediately adjacent to the fueling facility. It is the City's intent to remove the vehicle wash equipment and utilize this space for the installation of new ASTs (number and capacity to be determined).

Alameda Police Department (APD):

The existing UST is located under the asphalt entrance to the secure parking lot for APD vehicles. It is adjacent to the police department building, fencing, high voltage transformers, and an underground potable water tank. The tank feeds the emergency backup generator for the Police Department. It is the City's intent to remove the existing UST and install a new compliant UST in the same location. Capacity of the new UST is to be determined, but it will be no more than 6,000 gallons.

It is the intent of the City to approach all work described in this scope under one package. Permitting, engineering, and associated work for both the MSC and APD locations will be performed concurrently.

Permitting is anticipated to include:

- APD: Preparing and assisting the City in submitting ACDEH "UNDERGROUND STORAGE TANK CLOSURE PLAN" for the removal of the existing UST. Responding to ACDEH comments, if any, until plan is approved.
- **MSC**: Preparing and submitting ACDEH "UNDERGROUND STORAGE TANK CLOSURE PLAN" including request to abandon existing UST's in place.
- APD and MSC: Support City in procuring all other necessary permits and approvals from governing agencies (well boring, building dept., local fire dept., BAAQMD, etc.) for UST closure and AST installation.

One bid package will be prepared and issued that covers all work both sites as follows:

 MSC and APD: engineered/stamped drawings, specifications, equipment/product requirements; and an engineer's cost estimate for all work required to close existing UST's based on approved closure plans for abandoning in place (MSC) and removal and replacement (APD).

- MSC: engineered/stamped drawings, specifications, equipment/product requirements and an engineer's cost estimate for modifications to the existing vehicle wash bay, installation of new AST's, fuel pumps, metering systems, and all other needed equipment to meet the City's fleet fueling requirements.
- Provide engineering support during the bidding of the projects.

All work related to USTs shall be in accordance with Chapter 6.7 of Division 20 of the California Health and Safety Code and Title 23 of Division 3 of the California Code of Regulations.

All work related to ASTs shall be in accordance with the Aboveground Petroleum Storage Act (APSA)/ California Health and Safety Code, Division 20, Chapter 6.67, §25270-25270.13.

III. PROPOSER QUALIFICATIONS

Proposer shall have a minimum of 10 years of experience in preparing/submitting/managing documentation to meet regulatory requirements for UST closure in the State of California. Proposer shall also have a minimum of 5 years experience in design of both underground and above ground fueling systems. Proposer shall have appropriate experienced staff including professional engineers licensed in the State of California to provide PE stamps as may be required for all engineering/design documents prepared for this project (Civil, mechanical, electrical, etc.).

IV. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

1. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's 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 Proposers' facilities intended to support the City.
- 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 sub-service providers 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) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

2. Statement of Exceptions, if any, to Standard Service Provider Agreement.

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix D**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B 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.

3. **Project Pricing**

The Proposer shall prepare and submit a work plan and cost schedule for all proposed work to accomplish the complete scope of services. The cost schedule shall include labor rates and estimated hours per task.

V. PROPOSAL FORMAT

Proposers shall submit their Proposal in a Portable Document File (PDF) format via email only to zpetit@alamedaca.gov. The subject of the email shall read "City of Alameda – ENGINEERING, DESIGN, AND PERMITTING – UST CLOSURE PROJECTS AT MAINTENANCE SERVICE CENTER AND ALAMEDA POLICE DEPARTMENT".

VI. <u>SELECTION PROCESS</u>

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section VIII. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

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 sub-service providers. 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 (10%)

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

4. Cost of Proposal (20%)

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

5. Local Business (+5%)

If the Proposer's company is physically located within the City limits, they will receive an additional five points.

VII. <u>SELECTION TIMELINE</u>

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection			
Issuance of Request for Proposals:	2/23/2024		
Pre-bid meeting (optional)	2/28/2024		
Deadline to submit questions	3/04/2024		
Deadline to submit Proposals:	3/15/2024		
Interviews (if deemed required):	3/20/2024		
Contract Award (Anticipated):	4/16/2024		

The pre-bid meeting is NOT mandatory and will include a site visit for each location. Meeting will be held from 10:00 AM to 12:00 PM, and will start onsite at MSC 1616 Fortmann Way, Alameda, CA 94501 and move to APD at 1555 Oak St, Alameda, CA 94501.

VIII. GENERAL CONDITIONS

- 1. <u>Nondiscrimination:</u> Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- 2. <u>Permits, Licenses, and Insurance:</u> The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
- 3. <u>Signatures and Declarations:</u> Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
- 4. <u>City's Right to Waive:</u> The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
- 5. <u>City's Right to Modify the RFP:</u> The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

IX. GENERAL CONDITIONS

- 6. <u>City's Right to Suspend or Cancel the RFP:</u> The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
- 7. <u>City's Right to Reject Any Proposal:</u> The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
- 8. <u>City's Right to Extend RFP Deadlines:</u> The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
- 9. <u>Cost of Proposals:</u> All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
- 10. <u>Liability for RFP Errors:</u> Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
- 11. <u>Proposals Property of City:</u> Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
- 12. <u>Oral and Written Explanations:</u> The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
- 13. <u>Public Record:</u> All proposals submitted to the City are subject to the California Public Records Act.

X. **QUESTIONS**

The RFP is available electronically as a download at https://www.alamedaca.gov/BUSINESS/Bidon-City-Contracts. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Please direct any Project questions to Zach Petit. Questions must be by written email to zpetit@alamedaca.gov and received by March 4, 2024.

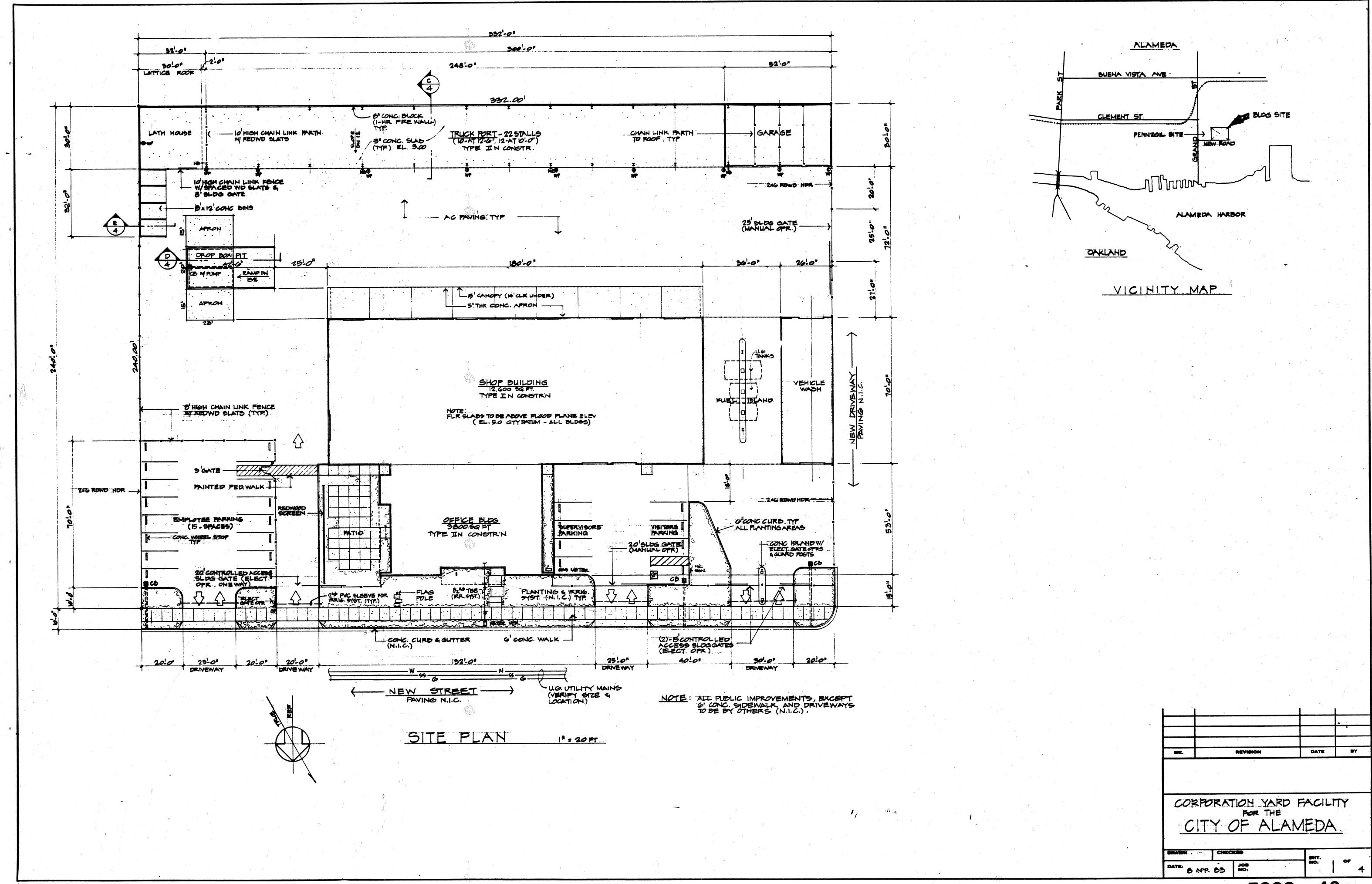
APPENDIX A – Site Information MSC

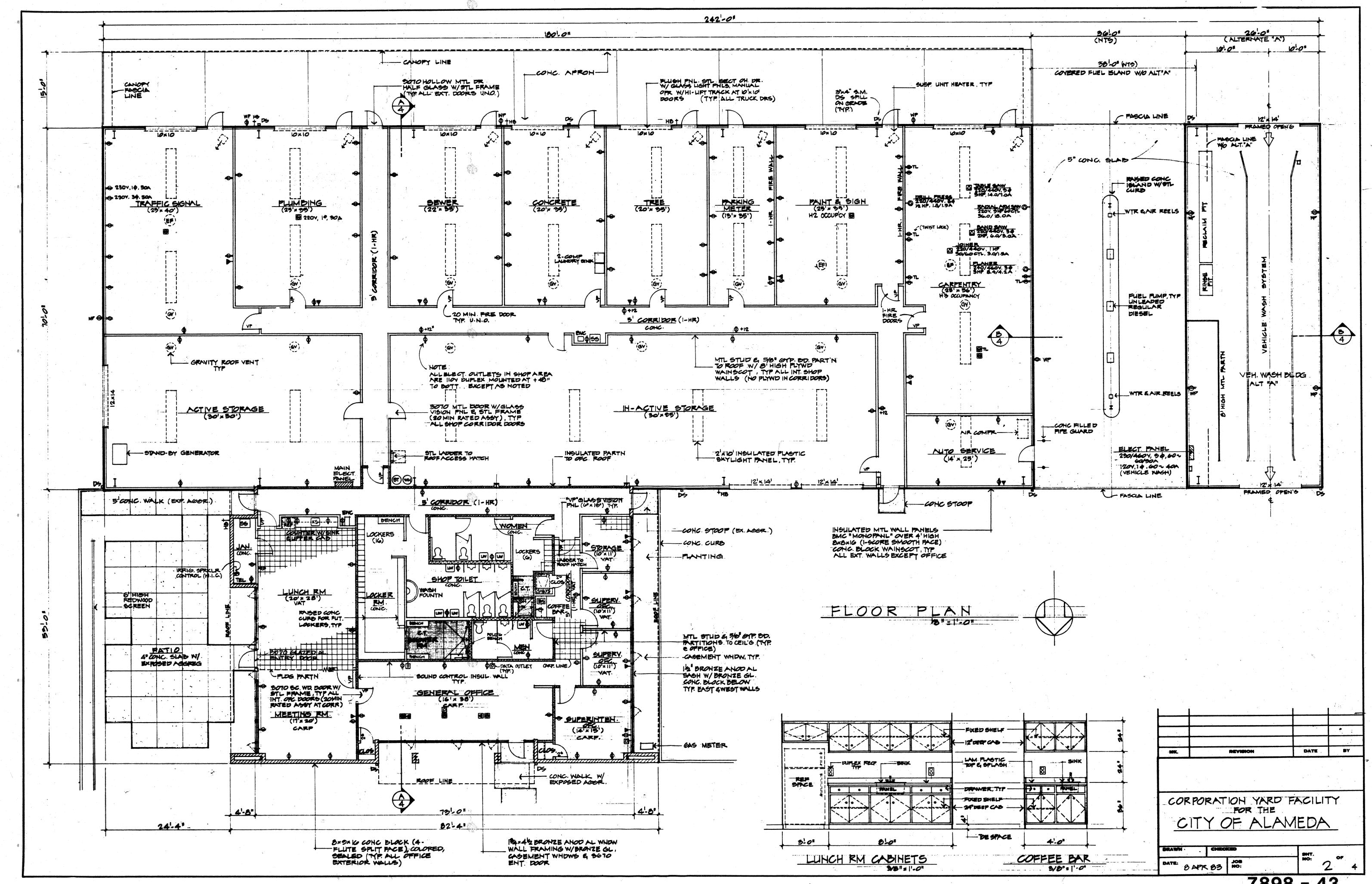
These drawings and photographs are provided for proposers use in developing pricing. Proposer will be responsible for all site visits, investigation, and document review necessary to compete the scope of work.

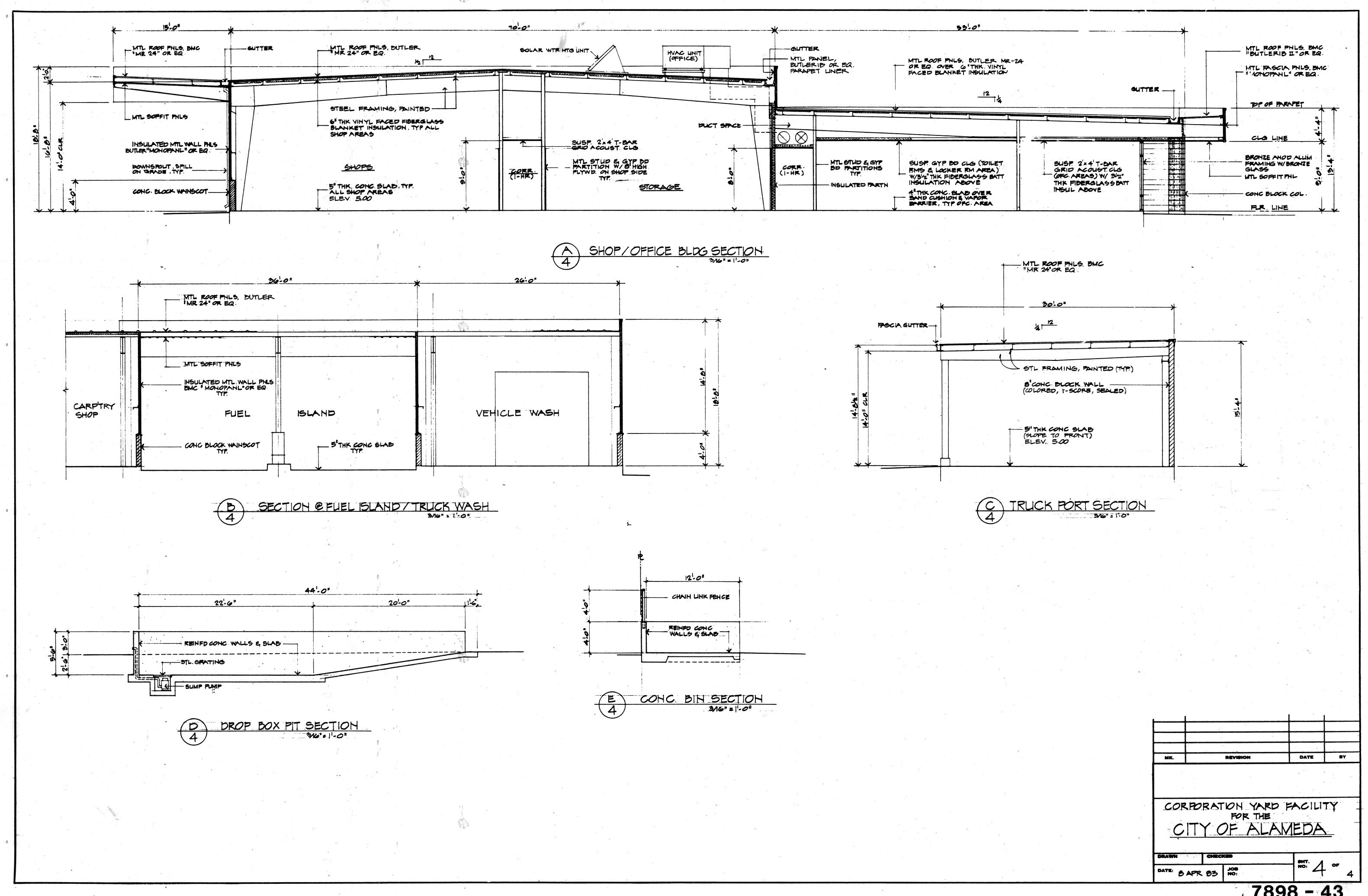












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APPENDIX B – Site Information APD

These drawings and photographs are provided for proposers use in developing pricing. Proposer will be responsible for all site visits, investigation, and document review necessary to compete the scope of work.

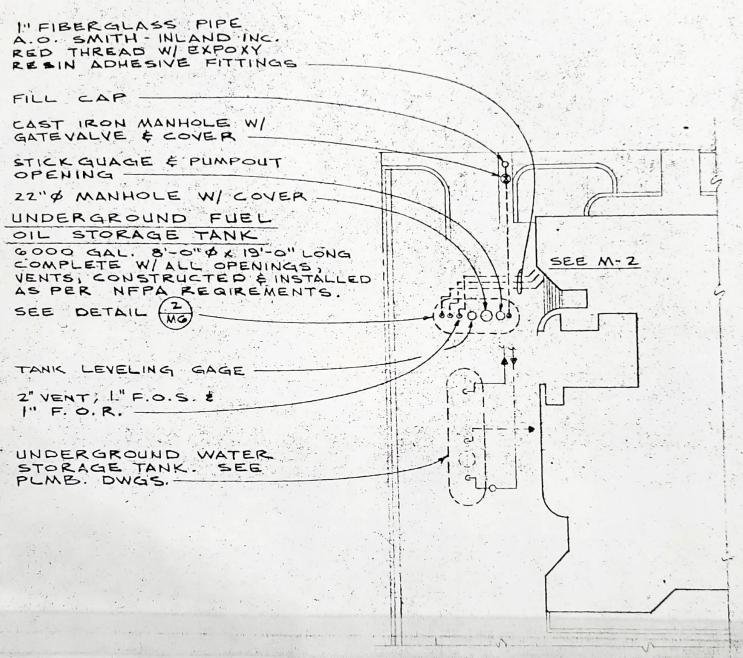






NOTE:

FOR FUEL OIL TANK EXACT LOCATION SEE ARCH. DWGS.



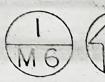
PARTIAL

1" = 20'-0"

SCALE:

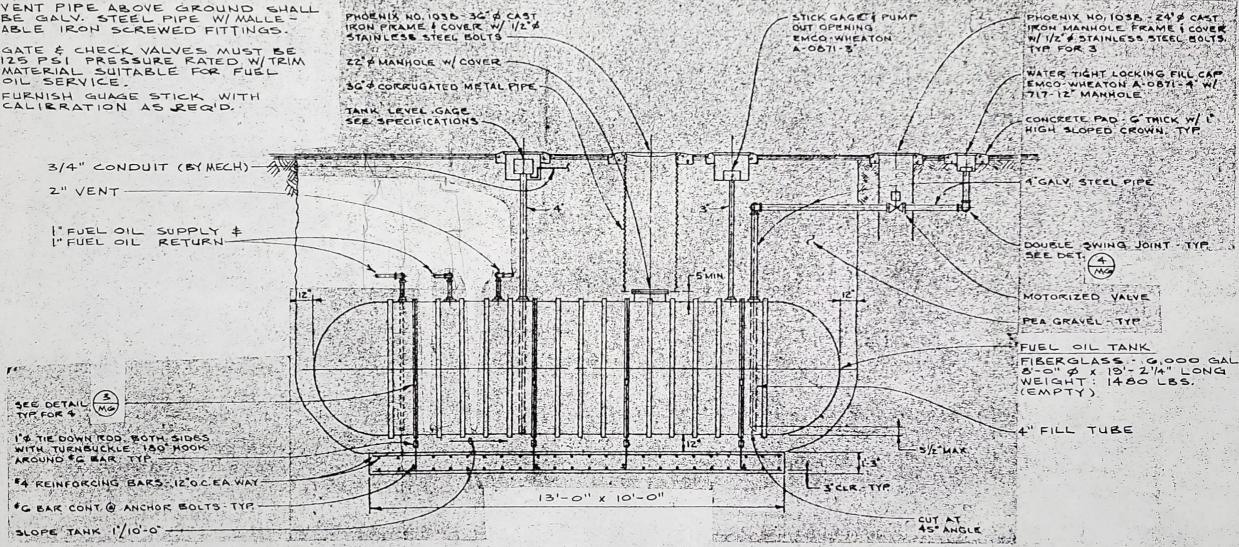
SITE

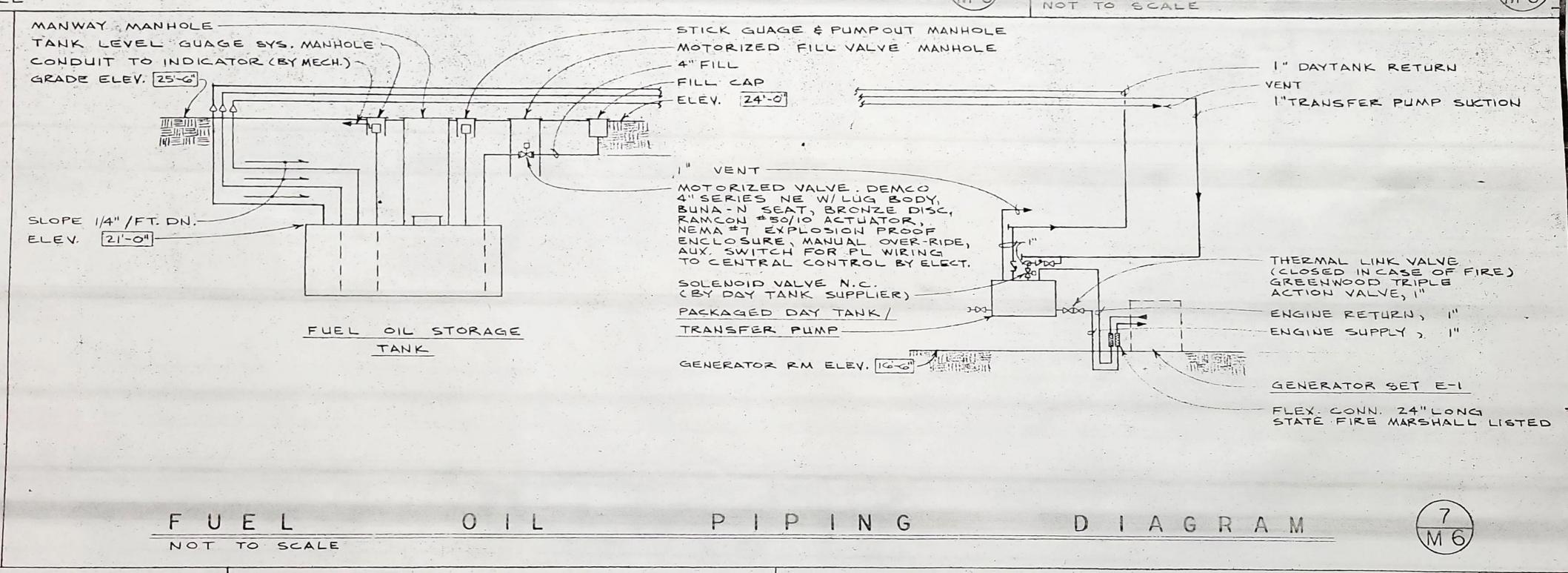
PLAN



NOTES:

- I. FUEL OIL PIPE ABOVE GROUND SHALL BE SCH. 40 GALV. STEEL PIPE W/ GALV. MALLEABLE IRON SCREWED FITTINGS.
- 2. VENT PIPE ABOVE GROUND SHALL BE GALV. STEEL PIPE W/ MALLE -
- 3. GATE & CHECK VALVES MUST BE 125 PSI PRESSURE RATED WITHIM MATERIAL SUITABLE FOR FUEL OIL SERVICE
- 4 FURNISH GUAGE STICK WITH CALIBRATION AS REGID.





APPENDIX C – ACDEH Permit forms

ACDEH provided the following forms for the City's information when preparing to close UST's. Proposer is responsible for ensuring the most current version of forms are obtained and properly completed, and for identifying all other permit/approval requirements need to obtain UST closure.

AST installation permits will require, at a minimum, a City of Alameda Building Permit and approval by the City of Alameda Fire Department. Proposer is responsible for determining permit requirements and ensuring all necessary approvals are received.

INSTRUCTIONS

General Instructions

- * Three (3) copies of this plan plus attachments and a payment of fees must be submitted to this Department.
- * Any cutting into tanks requires local fire department approval.
- * One complete copy of your approved plan must be at the construction site at all times; a copy of your approved plan must also be sent to the landowner.
- * State of California Permit Application Forms A and B are to be submitted to this office. One Form A per site and one Form B for each removed tank.

Line Item Specific Instructions

2. SITE ADDRESS

Address at which closure is taking place.

5. EPA I.D. NO. (under which the tanks will be manifested)

EPA I.D. numbers may be obtained from the Department of Toxic Substances Control (DTSC), (800) 618-6942 or from DTSC's website.

6. CONTRACTOR

Prime contractor for the project.

10. STATE REGISTERED HAZARDOUS WASTE TRANSPORTERS/FACILITIES

- a) All residual liquids and sludges are to be removed from tanks before tanks are inerted.
- c) Tanks must be hauled as hazardous waste.
- d) This is the location where tank and piping will be taken for cleaning/disposal.

15. TANK HISTORY AND SAMPLING INFORMATION

Use History – This information is essential and must be accurate. Include tank installation date, products stored in the tank, and the date when the tank was last used.

Material to be sampled – e.g., water, oil, sludge, soil, etc.

Location and depth of sample(s) - e.g., beneath the tank at a maximum of two feet below the native soil/backfill interface, side wall at the high water mark, etc.

16. CHEMICAL METHODS AND ASSOCIATED DETECTION LIMITS

See Table 2, Recommended Minimum Verification Analyses for Underground Tank Leaks.

17. SITE HEALTH AND SAFETY PLAN

A <u>site-specific</u> Health and Safety plan must be submitted. We advocate that the site health and safety plan include the following items, at a minimum:

- a) The name and responsibilities of the site health and safety officer;
- b) An outline of briefings to be held before work each day to apprise employees of site health and safety hazards;
- c) Identification of health and safety hazards of each work task. Include potential fire, explosion, physical, and chemical hazards;
- d) <u>For each hazard</u>, identify the action levels (contaminant concentrations in air) or physical conditions which will trigger changes in work habits to ensure workers are not exposed to unsafe chemical levels or physical conditions;
- e) Description of the work habit changes triggered by the above action levels or physical conditions;
- f) Frequency and types of air and personal monitoring, along with the environmental sampling techniques and instrumentation, to be used to detect the above action levels. Include instrumentation maintenance and calibration methods and frequencies;
- g) Confined space entry procedures (if applicable);
- h) Decontamination procedures;
- Measures to be taken to secure the site, excavation, and stockpiled soil during and after work hours (e.g., barricades, caution tape, fencing, trench plates, plastic sheeting, security guards, etc.);
- j) Spill containment/emergency/contingency plan. Be sure to include emergency phone numbers, the location of the phone nearest the site, and directions to the hospital nearest the site:
- k) Documentation that all site workers have received the appropriate OSHA approved training and participate in appropriate medical surveillance in accordance with 29 CFR 1910.120; and
- I) A page for employees to sign indicating they have read and will comply with the site health and safety plan.

The safety plan must be distributed to all employees and contractors working in hazardous waste operations on site. A complete copy of the site health and safety plan along with any standard operating procedures shall be on site and accessible at all times.

Rev. 5/1/2017 BJJ/RW
UST Closure Plan Instructions
N:\LOP-CUPA-TEAMS\CUPA\UST Closure Package

NOTE: These requirements are <u>excerpts</u> from 29 CFR Part 1910.120 (b)(4), Hazardous Waste Operations and Emergency Response; Final Rule, March 6, 1989. Safety plans of certain underground tank sites may need to meet the complete requirements of this Rule.

19. PLOT PLAN

The plot plan should consist of a scaled view of the facility at which the tank(s) are located and should include the following information:

- a) Scale;
- b) North Arrow;
- c) Property Lines;
- d) Location of all Structures;
- e) Location of all relevant existing equipment, including tanks and piping to be removed, and dispensers;
- f) Streets;
- g) Underground conduits, sewers, water lines, and utilities;
- h) Existing wells (drinking, monitoring, etc.);
- i) Depth to groundwater; and
- j) All existing tank(s) and piping in addition to the tank(s) being removed.

20. FEES

A check payable to "Alameda County Environmental Health" for the amount indicated on the Alameda County Underground Storage Tank Fee Schedule, must accompany the closure plan.

21. Blank Unauthorized Leak/Contamination Site Report forms are included in the tank closure packet.

22. TANK CLOSURE REPORT

The tank closure report should contain the following information:

- a) General description of the closure activities;
- b) Description of tank, fittings, and piping conditions. Indicate tank size and former contents; note any corrosion, pitting, holes, etc.;
- c) Description of the excavation. Include the tank and excavation depth, a log of the stratigraphic units encountered within the excavation, a description of root holes or other potential contaminant pathways, the depth to any observed groundwater, descriptions and locations of stained or odor-bearing soil, and descriptions of any observed free product or sheen;
- d) Detailed description of sampling methods; i.e., backhoe bucket, drive sampler, bailer, bottle(s), sleeves;
- e) Description of any remedial measures conducted at the time of tank removal;
- f) To-scale figures showing the excavation size and depth, nearby buildings, sample locations and depths, and tank and piping locations. Include a copy of the plot plan prepared for the Tank Closure Plan under item 19;
- g) Chain of custody records;
- h) Copies of signed laboratory reports;
- i) Copies of "TSDF to Generator" Manifests for all hazardous wastes hauled offsite (sludge, rinsate, tanks and piping, contaminated soil, etc.); and
- j) Documentation for the disposal of, volume disposed, and final destination of all non-manifested contaminated soil disposed offsite.

ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH 1131 HARBOR BAY PARKWAY ALAMEDA, CA 94502-6577 PHONE (510) 567-6700

	STORAGE TANK CLO	
•	re plan according to in	
. Name of Business		
Business Owner or Contact Perso		
2. Site Address		
City, State		
Mailing Address		
City, State	Zip	Phone
I. Property Owner		
Business Name (if applicable)		
Address		
City, State	Zip	Phone
5. Generator name under which tank v	will be manifested	

6.	Contr	actor		
	Add	lress		
	City	, State	Zip	Phone
	Lice	ense Type		O#
7.	Cons	ultant (if applicable)		
	Add	lress		
	City	, State	Zip	Phone
8.	Main	Contact Person for Investigation (if app	olicable)	
	Nar	ne	Titl	e
	Cor	npany		
	Pho	ne		
9.	Numb	per of underground tanks being closed	with this plan	
	Len	gth of piping being removed under this	plan	
	Tota	al number underground tanks at this fa	cility (**confirr	ned with owner or operator)
10	. State	e Registered Hazardous Waste Transp	orters/Facilitie	es (See Instructions).
	a)	Product/Residual Sludge/Rinsate Tra	nsporter	
		Name		EPA I.D. No
		Hauler License No.		License Exp. Date
		Address		
		City, State		
	b)	Product/Residual Sludge/Rinsate Dis	posal Site	
		Name		EPA I.D. No
		Address		
		City, State		

c)	Tank and Piping Transporter			
	Name		EPA I.D. No.	
	Hauler License No.	I	icense Exp. Date	
d)	Tank and Piping Disposal Site			
,	Name		EPA I.D. No.	
	Address			
	City, State			
1. Sam	nple Collector			
Naı	me			
	mpany			
	dress			
	y, State			
2. Lab	oratory			
Naı	me			
Coi	mpany			
Add	dress			
	y, State			
Sta	te Certification No.			
3. Hav	e tank(s) or piping leaked in the pas	st? Yes [] No	[] Unknown []	
If y	es, describe:			
4. Des	cribe method(s) to be used for rende	ering tank(s) ine	rt:	

Before tank(s) are pumped out and inerted, all associated piping must be flushed back into the tank(s). All accessible piping must then be removed. Inaccessible piping must be permanently plugged using grout.

The Bay Area Air Quality Management District, (415) 771-6000, along with local Fire and Building Departments, must also be contacted for tank removal permits. Fire departments typically require the use of a combustible gas indicator to verity tank inertness. It is the contractor's responsibility to have a functional combustible gas indicator on-site to verify that the tank(s) is inerted.

15. Tank History and Sampling Information ***(See Instructions)***

Tank			
Capacity (gallons)	Use History include date last used (estimated)	Material to be sampled (tank contents, soil, groundwater)	Location and Depth of Sample(s)

One soil sample must be collected for every 20 linear feet of underground piping that is removed. A groundwater sample must be collected if any groundwater is present in the excavation.

Excavated/Stockpiled Soil			
Stockpiled Soil Volume (estimated)	Sampling Plan		
Stockpiled soil must be placed on bermed plastic and must be completely covered by plastic sheeting.			
Will the excavated soil be returned to the excavation immediately after tank removal? [] yes [] no [] unknown			
If yes, explain reasoning			

If unknown at this point in time, please be aware that excavated soil may not be returned to the excavation without <u>prior</u> approval from this office. This means that the contractor, consultant, or responsible party must communicate with the Specialist IN ADVANCE of backfilling activities.

16. Chemical methods and associated detection limits to be used for analyzing sample(s):

The Tri-Regional Board recommended minimum verification analyses and practical quantitation reporting limits shall be followed.

See Table 2, Recommended Minimum Verification Analyses for Underground Tank Leaks.

Contaminant Sought	EPA or Other Sample Preparation Method Number	EPA or Other Analysis Method Number	Method Detection Limit

- 17. Submit Site Health and Safety Plan (See Instructions)
- 18. Submit Worker's Compensation Certificate copy

Name of Insurer	

- 19. Submit Plot Plan ***(See Instructions)***
- 20. Enclose Deposit (See Instructions)
- 21. Report all leaks or contamination to this office within 5 days of discovery. The written report shall be made on an Underground Storage Tank Unauthorized Leak/Contamination Site Report (URL) form.
- 22. Submit a closure report to this office within 60 days of the tank removal. The closure report must contain all information listed in item 22 of the instructions.
- 23. Submit State (Underground Storage Tank Permit Application) Forms A and B (one-B form for each UST to be removed) (mark box 8 for "tank removed" in the upper right hand corner).

I declare that to the best of my knowledge and belief that the statements and information provided above are correct and true.

I understand that information, in addition to that provided above, may be needed in order to obtain approval from the Environmental Protection Division and that no work is to begin on this project until this plan has been approved. Physical tank closure work must be started within six months from the date of issuance otherwise a new permit and fees will be required.

I understand that any changes in design, materials, or equipment will void this plan if prior approval is not obtained.

I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel health and safety. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Once I have received my stamped, accepted closure plan, I will contact the project Hazardous Materials Specialist at least three working days in advance of site work to schedule the required inspections.

CON	NTRACTOR INFORMATION	
	Name of Business	
	Name of Individual	
	Signature	Date
Ш	PROPERTY OWNER OR [] MOST RECENT TANK OPERATOR	OR (Check one)
	Name of Business	
	Name of Individual	
	Signature	Date

Alameda County Department of Environmental Health

Application for Underground Storage Tank Modification

The Application For The Modification Of Underground Storage Tanks Is Only Valid For 6 Months From The Date Of Approval.

Project Contact and Telephone	Number				
Facility Name			Telephone Number		
Address			<u> </u>		
Cross Street					
Underground storage tank C	Owner/Operator		Telephone Number		
Contractor's Name			Telephone Number	Telephone Number	
Contractor Address			CA License#	Class	
Hazardous Substance Certifica (Qualifying license category	Workers Comp.#				
Fire Department			Permit Number		
Does this site have a leaking UST (or did it have a leaking tank system?) Yes No					
State Tank ID Number	Tank Size	Material To Be Stored	Installation Date		
01-000-					
01-000-					
01-000-					
01-000					
01-000-					

The Applicant shall complete this checklist as applicable for the scope of work proposed. It will serve as a reminder for the applicant of the items under review for the modification of an Underground Storage Tank.

UST S	SYSTEM	I INFORMATION (Drawing and submissions must include Number 1 through Number 9)
1.		Three complete sets of plans (include manufacturer's specification sheets for proposed equipment to be installed.
2.		Plans drawn to scale in non-erasable print. Scale is to be at least ¼ inch to the foot.
3.		Plot plan to show location of tanks and all associated piping.
4.		Detail of tank, associated piping, leak detection equipment, excavation and cover.
5.		Tank(s) and piping approved by a nationally recognized independent Testing organization. [Title 23, Chapter 10, Article 3, Section 2631 (b), and Section 2635]
6.		Verification of product compatibility with the tank(s). piping, monitoring device(s), epoxy or silicone glues, etc.
7.		Manufacturer's written installation instructions for tank(s), piping, monitoring devices, etc.
8.		Total number of tanks on site after installation:
9.		Submit a Site Safety plan. (contractor)
10.		Contractor must submit a copy of Workers Compensation Certificate.
11.		County/City Building Department notified.
12.		County/City Fire District notified.
13.		In the event contamination is observed, confirmed or suspected as a result of the
	and Ir	tank system, it is your responsibility as an owner or operator to comply with 23, California Code of Regulations, Chapter 16, Article 5 (Release Reporting nitial Abatement Requirements and Article 11 (Corrective Action rements).
	owner or ate belov	operator must acknowledge this responsibility for work plan submittal by signature w:
Name	e	
Title		Date

Upon review of the modification application, application checklist, and accompanying documentation, conditions of approval will be attached to the project.

CONDITIONS OF APPROVAL:		

SCOPE OF WORK

SCOLE OF WORK

APPENDIX D –	Service Provider Agreement Standard Form

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (" Agreement ") is entered into this day of, 2024 (" 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: design and permit the abandonment of three underground service tanks (UST) and their replacement with aboveground service tanks (AST) at the City's Maintenance Service Center (MSC), and the excavation and replacement of a single UST at the Alameda Police Station. City staff issued an RFP on February 23, 2024 and after a submittal period of twenty-one 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 is specially trained, experienced and competent to perform the special services which will be required by this Agreement,
D. Whereas, the City Council authorized the City Manager to execute this agreement on
E. The City and Provider desire to enter into an agreement for design and permit the abandonment of three underground service tanks (UST) and their replacement with aboveground service tanks (AST) at the City's Maintenance Service Center (MSC), and the excavation and replacement of a single UST at the Alameda Police Station, 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. <u>TERM</u> :
The term of this Agreement shall commence on the day of 20, and shall terminate on the day of 20, unless terminated earlier as set forth herein.
2. <u>SERVICES TO BE PERFORMED</u> :
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. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.
- b. Compensation for this contract shall not exceed \$XX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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. <u>INDEPENDENT PARTIES</u>:

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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. NON-DISCRIMINATION:

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. <u>HOLD HARMLESS</u>:

- 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. INSURANCE:

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). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

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. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) <u>Automotive:</u>

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).

f. 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.

g. <u>EXCESS OR UMBRELLA LIABILITY:</u>

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

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: Zach Petit, Project Manager

Ph: (510) 747-7971 / Email: zpetit@alamedaca.gov

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 any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

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.

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. CONFLICT OF LAW:

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. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

28. <u>PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.</u>:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.
- B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
- D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City

to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

- F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.
- G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

29. CAPTIONS:

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.

30. <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.

31. 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.

32. 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	Jennifer Ott City Manager	
 NAME	RECOMMENDED FOR APPROVAL	
TITLE	Erin Smith Public Works Director	
	APPROVED AS TO FORM: City Attorney	
	Len Aslanian Assistant City Attorney	

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 2263 Santa Clara Ave Alameda, CA 94501

(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:
N II	
Named Insured:	(Authorized Representative)
Name of Person or Organization: City of Alameda 2263 Santa Clara Ave Alameda, CA 94501	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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APPENDIX E – PROJECT PRICING SHEET

WORK DESCRIPTION	AMOUNT
Site Survey/documentation review	
UST Closure Permitting*	
Site sampling/profiling for UST abandonment in place	
Construction bid documents and specifications, complete	
UST/AST Installation permitting*	
Add alternate – engineering support during bidding/procurement	
Other**	
Other**	
Other**	

^{*}City will reimburse all agency permit fees. Amounts for permitting shall exclude fees.

^{**}Other items deemed necessary by proposer, if any

APPENDIX F - Integrated Pest Management Policy

I. PURPOSE

This City Policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) practices on all City properties.

II. OBJECTIVES

- A. Reduce or minimize pesticide use on municipally owned buildings and landscaping (City Properties) to ensure the City is in compliance with its municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements.
- B. Establish the use of Integrated Pest Management in all municipal operations and on all City Properties.
- C. Minimize the reliance on pesticides that threaten water quality.
- D. Create awareness among City staff of less-toxic pest management techniques.
- E. Educate City departments to practice the most appropriate approach to managing pests, including prevention, on City properties.
- F. Reduce the adverse impacts to San Francisco Bay water quality due to pesticide usage, particularly from organophosphorous pesticides (chlorpyrifos, diazinon, and malathion), pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil and copper-based pesticides.

III. ORGANIZATIONS AFFECTED

- A. Public Works Department
- B. Recreation and Parks Department
- C. Golf Complex
- D. Alameda Municipal Power
- E. Economic Development Department

IV. POLICY

It is the policy of the City of Alameda to:

A. Comply with Federal requirements for local government to develop and implement an Integrated Pest Management policy or ordinance to address water quality impairment by pesticides, per Section C.9.a. of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, from the California Regional Water Quality Control Board, 10/14/09.

- B. Adopt and implement a policy requiring the use of Integrated Pest Management techniques in the City's operations, as required for all co-permittees of the Alameda Countywide Clean Water Program.
- C. Establish City departmental written standard operating procedures for pesticide use that ensure implementation of the IPM policy and require municipal employees and contractors working on City property to adhere to IPM standard operating procedures.

D. Support the City of Alameda Municipal Code, Storm Water Management and Discharge Control ordinance, Ordinance No. 2605, by describing procedures by which the City may implement its policy regarding urban runoff.

This City Policy shall not be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

This City Policy shall not be construed as requiring the City of Alameda, a department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

V. DEFINITIONS

- 5.1 Biological control The use of biological technologies to manage unwanted pests. Examples of this type of control include, but are not limited to, the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.
- 5.2 Cultural control The use of IPM control methods such as grazing, re-vegetation, disking, mulching, proper irrigation, seeding, and landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases, plus good housekeeping.
- 5.3 *DPR* Department of Pesticide Regulations for the State of California's Environmental Protection Agency. DPR, in partnership with the Federal Environmental Protection Agency (EPA) and the County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.
- 5.4 Integrated Pest Management (IPM) IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.
- 5.5 Mechanical controls The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.
- 5.6 PCA Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. A licensed PCA, who is registered with the County Agricultural Commissioner, provides written pest control recommendations for agricultural pest management, including parks, cemeteries, and rights-of-way.
- 5.7 Pesticides Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides,

fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

- 5.8 QAL Qualified Applicator License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.
- 5.9 QAC Qualified Applicator Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. This certificate allows supervision of applications that may include residential, industrial, landscape, or rights-of-way sites.
- 5.10 Structural Pest Control Operator (SPCO- Branch I, II or III) A licensed applicator for controlling pests that invade buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

VI. RESPONSIBILITY

6.1 Coordination

6.1.1 This Policy applies to the City Departments with operations subject to this Administrative Regulation. Department Directors, or their designees, shall coordinate implementation of this Administrative Regulation.

6.2 Training

- 6.2.1 All City employees who within the scope of their duties apply or use pesticides that threaten water quality shall be trained in IPM practices, the City's IPM policy, department IPM standard operating procedures, and as required by State of California Department of Pesticide Regulations rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board and the City's NPDES permit. Training opportunities may also include the Bay-Friendly Landscape Maintenance Training and Qualifications Program and EcoWise Certified. Each Department will maintain records of all training activities (e.g., attendees, course outline, date).
- 6.2.2 City Staff responsible for pest management on City property will ensure annual training is provided to all employees who within the scope of their duties apply pesticides on:
 - 1. Pesticide Safety,
 - 2. This City Policy on IPM and
 - 3. City department IPM standard operating procedures, appropriate Best Management Practices and Integrated Pest Management Technologies.
- 6.2.3 Pest Control Advisors and Applicators, pest management contractors, and other "contract for service providers" serving City properties will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator and either IPM-certified or under contract to implement IPM. Contract specifications shall require contractors to implement IPM no later than July 1, 2010.

6.3 Public Education and Outreach

- 6.3.1 The City's Clean Water Program, in participation with the Alameda Countywide Clean Water Program, will continue with its existing program to encourage people who live, work, and/or attend school in Alameda to:
 - 1. Obtain information on IPM techniques to control pests and minimize pesticide use
 - 2. Use IPM technologies for dealing with pest problems

- 3. Perform pesticide applications according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.
- 6.3.2 City of Alameda Departments with property leaseholders shall inform property leaseholders of the need to comply with the City Policy on IPM and encourage the use of the most current IPM technologies and Best Management Practices.

6.4 Program Evaluation

6.4.1 Each Department with operations subject to this City Policy shall monitor and evaluate its success implementing this City Policy. This evaluation can include progress in meeting the objectives of this City Policy, and note barriers encountered, recommendations for resolution, cost analysis, and a description of assistance needed to continuously improve staff's ability to meet the City Policy objectives.

6.5 Reporting Requirements

The information outlined below is required for inclusion in the City's NPDES Stormwater Permit Annual Report compiled by the City's Clean Water Program for submittal to the Regional Water Quality Control Board. Each City department, pest management contractor, and/or other appropriately licensed contractors employed by the City to provide city services that involve pesticide application on City properties shall submit by **July 15th** annually to the Public Works Clean Water Program staff:

A. Annual Pesticide Use Summary Report

- 1. Product name and manufacturer
- 2. Active ingredient
- 3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30) in order to provide an accounting of pesticide use at City-owned or operated properties.
- 4. Target pest(s) for pesticide application(s).
- 5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbaryl, fipronil, and copper-based pesticides.

Annual Pesticide Use Summary Report Forms may be obtained by contacting the Public Works Clean Water Program staff.

B. Annual Training Summary (City departments only)

- 1. The number of departmental employees who apply pesticides.
- 2. The number of departmental employees who apply pesticides who have received training in IPM policy and IPM standard operating procedures during the reporting year.

VII. PROCEDURE

7.1 Pesticide Prevention

- 7.1.1 The City of Alameda shall institute practices that reduce the use of pesticides and result in the purchase of fewer pesticides whenever practicable and cost-effective, but without reducing safety or workplace quality.
- 7.1.2 The City of Alameda shall direct all employees to implement Good Housekeeping Practices in their workstations, vehicles, break rooms, outdoor work areas, etc., to prevent the conditions that provide a food source and habitat which attract unwanted pests

7.2 Pest Control and Management

- 7.2.1 The City of Alameda, including all departments and staff herein, and contractors or individuals (QAL, QAC, SPCO) providing pest control services on City property (Applicators) shall follow the City's Integrated Pest Management City Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable 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.
- 7.2.2 Applicators will 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.
- 7.2.3 Applicators will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:
 - 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), good housekeeping (e.g. cleaning desk area)
 - 4. Biological controls (e.g., natural enemies or predators)
 - 5. Reduced-risk chemical controls (e.g., soaps or oils)
 - 6. Other chemical controls

7.3 Pesticide Application

- 7.3.1 Only City of Alameda employees or appropriate licensed contractors employed by the City who are authorized and trained in pesticide application (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications/licenses or individuals working under the supervision of one of the aforementioned certificate/license holders) and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.
- 7.3.2 City of Alameda employees are not to apply pesticides during municipal operations or on City property that have been purchased at City employee expense. Each City department shall assign a responsible supervisor to identify less-toxic products to be used. If there are no less-toxic products on hand, department employees shall contact the assigned supervisor to be given approved less-toxic pesticides (i.e. Orange Guard, insecticidal soap).
- 7.3.3 Applicators will select and apply IPM methods that will minimize reliance on pesticides that threaten water quality, human health and the environment.
- 7.3.4 Existing contracts and New contracts that are entered into with pest management contractors and other appropriately licensed contractors employed to provide services that involve pesticide application at City properties after **June 30, 2010** will include requirements that the contractors follow the requirements of this City Policy on IPM and implement the most current IPM technologies and Best Management Practices.

7.4 Restricted Chemicals

- 7.4.1 City of Alameda employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use or promote the use of:
 - 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),

- 2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
- 3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil
- 4. Copper-based pesticides unless:
 - a. Their use is judicious,
 - b. Other approaches and techniques have been considered, and;
 - c. Threat of impact to water-quality is prevented.
- 7.4.2 Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
- 7.4.3 Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.
- 7.4.4 Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those City employees or appropriately licensed contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

7.5 Best Management Practices (BMPs)

- 7.5.1 This section includes additional BMPs and control measures not discussed above to protect water quality. These BMPs were previously incorporated into the City of Alameda's Best Management Practices for Pesticides, Herbicides and Fertilizers Usage, utilized by Public Works, Recreation & Parks, Housing Authority and the Golf Complex. An IPM process assists in the determination of whether or not a pesticide application is necessary.
- 1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
- 2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).
- 3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
- 4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
- 5. Apply pesticides only when wind speeds are low.
- 6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
- 7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
- 8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.

- 9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
- 10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
- 11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
- 12. Store pesticides in labeled containers, as per California Code of Regulations.
- 13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
- 14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
- 15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
- 16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
- 17. Irrigate slowly to prevent runoff, and do not over-water.

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