

REQUEST FOR BID

LANDSCAPE MAINTENANCE OF MEDIAN STRIPS AND SPECIAL AREAS P.W. 06-19-28

CITY OF ALAMEDA

July 2019

Prebid Meeting: No Prebid Meeting for this Project

Bid Opening Date: Monday, July 22, 2019
Time: 2:01 p.m.
Location: City Hall West
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501

Service Start Date: October 1, 2019

Contact:

Jesse Barajas, Project Manager
City of Alameda
Public Works Department
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Attachment

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Contract
- Exhibit D – Stormwater Management Plan
- Exhibit E – Landscape Weekly Report Sample
- Exhibit F – Site Map
- Exhibit G – Fernside Boulevard locations

I. INTRODUCTION

The City of Alameda ("City") is requesting Bids from qualified service providers to provide landscape maintenance of specified median strips and special areas in various locations in Alameda.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with this City of Alameda Request for Bids, and all exhibits, special provisions and plans. The project will include providing landscape maintenance of median strips and special areas at various locations within the City of Alameda.

B. Purpose of the Request.

The City desires to obtain bids from qualified service providers to perform landscape maintenance of median strips and special areas in various locations in Alameda as identified in Exhibit A (Scope of Work).

II. SCOPE OF SERVICES

The work to be done consists of providing landscape maintenance of median strips and special areas as identified in Exhibit A, which is attached hereto and incorporated herein by reference.

All work is to be done in conformance with the specifications contained in this Request for Bid document as required by the Public Works Project Manager.

The Service Provider shall include all work necessary to make the job complete as herein specified. The areas, as identified, are approximate locations only and are provided to acquaint the Service Provider with the general overall scope of the work sites involved.

The upkeep and watering of Parkway trees adjacent to site maintained, including tree skirting for pedestrian access.

Graffiti abatement within the site, reporting deficiencies, preparing documented reports to the Public Works Project Manager on condition and status of site (using photos) during weekly meetings.

Spreading mulch on all sites to reduce pesticide use and conforming to NPDES standards for new IPM metrics.

Service Provider will be required to remove and replace all plants which perish due to maintenance neglect, plants replaced will be of comparable nursery size.

Equipment will meet all NPDES and CARB emissions mandates and in good to excellent operating conditions.

Service Provider will provide a GPS report at the end of each billing cycle which will accompany the monthly billing. GPS report will identify areas serviced for the month being billed.

Written irrigation inspection reports are due at the weekly meeting.

All correspondence is channeled through the Public Works Project Manager, any special accommodations will incur administrative costs.

All CPI increases are at the discretion of the City Public Works Director.

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work. Please complete the attached **Exhibit B (Bid Proposal)** and return to the City per directions in Section V. If you have any questions, please contact:

Jesse Barajas, Project Manager
City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
Ph: 510-747-7900
Email: jbarajas@alamedaca.gov

III. BID FORMAT

All Bids shall include the following minimum information:

A. Proposed Project Schedule.

The project is scheduled to begin October 1, 2019 and end on June 30, 2020. Once awarded, this contract may be mutually extended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director shall, on or before April 1, submit written notice that the contract is to be extended upon the same terms and costs (plus an annual increase to consumer price index for the San Francisco Bay Area appropriate to the trades associated with the work for the previous calendar year) as the existing contract. In the event of a delay, the City reserves the right to hold the Service Provider to its bid for 90 days from the date the contract is awarded.

IV. SELECTION PROCESS

A. Qualifications.

All Bids received by the due date will be evaluated by the City. Only information which is received in response to the Request for Bid (RFB) will be evaluated.

B. Selection Criteria.

The City will select the most qualified Bid in accordance with the City's Administrative Instruction No. 5, which is the lowest responsive, responsible bid. A sample agreement is attached as Exhibit C. The City reserves the right to reject all Bids.

C. Proposed Selection and Project Schedule.

Request for Bid Released: Tuesday, July 2, 2019
Bid Opening Date: Monday, July 22, 2019
Work starts: October 1, 2019

V. REQUEST FOR BID DUE DATE AND DELIVERY

One sealed Service Provider's Proposal, Exhibit B, including any Addendums, clearly marked with the project name "**Landscape Maintenance of Median Strips and Special Areas, P.W. 06-19-28**", should be submitted no later than:

2:00 p.m. on Tuesday, July 22, 2019

to the address below. All copies received by that time will be date and time stamped. Service Provider's Proposals will not be accepted after this time. Service Provider's Proposals should be addressed to:

**Jesse Barajas, Project Manager
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501**

FAXed or Emailed Bids will not be accepted. Hand carried Service Provider's Proposals will be accepted at the above address.

VI. CONDITIONS OF REQUEST

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the Service Provider's Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Service Provider's Proposal. The City reserves the right to reject any and all Service Provider's Proposals submitted in response to this request or any addenda thereto.

Any changes to the RFB requirements will be made by written addendum and uploaded onto the City of Alameda's website.

It is the responsibility of the Service Provider to check before the bid date that Service Provider has all paperwork to complete the bid. Do not rely upon third party providers of the original RFB to issue all addenda. Service Provider shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

B. Liability of Costs and Responsibility.

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

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

C. Maintenance Provisions and Specifications

1. The City of Alameda assumes no responsibility for loss or damage to equipment owned or operated by the Service Provider, his agents, or employees.

2. The entire responsibility for any and all injury to the public, to individuals and to property resulting directly or indirectly from the performance of the work hereunder shall rest upon the Service Provider who shall indemnify and hold the City free and harmless from and against any and all liability expense, claims, costs, suits and damages arising out of the negligence or work on the part of the Service Provider to which the contract is awarded.

3. It is the intention of the City of Alameda to receive the highest quality of workmanship compatible with standard practices.

4. All work shall be performed by experienced personnel directly employed and supervised by the Service Provider. The Service Provider shall provide management and technical supervision as required to implement the work. The Service Provider shall accompany the Public Works Project Manager or designated representative on an inspection tour as needed for evaluation of the work.

5. The Service Provider shall be responsible for the skills, methods and actions of his employees and for all work done.

6. The Service Provider shall replace at his own expense, any lawn area or other plant material requiring replacement due to negligence on his part in improper maintenance. This requirement is not to be construed as requiring the Service Provider to replace plants or entire lawns due to conditions totally beyond his control, but is considered strictly as normal maintenance condition in accordance with accepted practice.

7. The Service Provider shall perform the work herein provided for to the satisfaction of the Public Works Project Manager. The Public Works Project Manager will make inspections from time to time to determine the Service Provider's conformity with these specifications and the adequacy of the work being performed. The Service Provider shall be available for consultation with the Public Works Project Manager as needed.

8. Any unsafe condition in a City facility shall be reported immediately to the Public Works Project Manager or his authorized representative.

9. The Service Provider shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the Public Works Project Manager or his designated representative.

10. The Service Provider may not store equipment in, or have access to, any City storage facilities unless authorized by the Public Works Project Manager or designated representative.

11. It is the Service Provider's responsibility to carefully inspect and survey the work site(s) in order to ascertain prior to proposal submittal the peculiar difficulties encountered due to the nature of the work site(s). No adjustments in payment or other contract provisions will be made due to failure on the part of the Service Provider to inspect the site(s) and otherwise inform himself as to the peculiar characteristics of the work site(s).

12. A maintenance form must be completed weekly. This form will be provided by the Maintenance Services Division.

13. The Public Works Project Manager shall have the authority to suspend the work wholly or in part for such period, as he may deem necessary. Such suspension shall not affect the contract price for such period.

14. The Service Provider must have a **valid C-27** landscape license.

15. The Service Provider must be equipped with a communication system that allows for reaching staff in the field.

16. The Service Provider shall provide an emergency phone number for landscape maintenance repairs, which may occur after normal working hours. The Service Provider will be expected to respond, by phone, within one (1) hour when contacted by the City of Alameda.

17. Service Provider will dispose of all clippings, trimmings and cuttings at the Alameda County Industries transfer station located at 610 Aladdin Avenue, San Leandro, CA 94577. Hours of operation are Monday through Friday, 8 a.m. to 5 p.m.

D. Operational Details

1. The Service Provider is responsible for providing all supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the year as specified below.

2. The Service Provider's representatives should be experienced in landscape maintenance and preferably have an education in ornamental horticulture.

3. The Service Provider shall be able to repair or replace damage attributable to minor vandalism, storms, irrigation failure, etc., within seventy-two (72) hours.

4. The Service Provider shall also be able to repair and maintain all irrigation equipment including but not limited to valves, controllers, pipelines, low voltage electrical lines, etc., in a timely manner.

5. The Service Provider shall provide, at his expense, all necessary equipment, supplies, and material of good quality to fulfill the maintenance specifications at a professional level. The intent is to provide for minor repairs primarily to the irrigation system due to wear or malfunctioning parts, i.e., sprinkler heads, replacing washers, springs, small sections of pipe, etc. The City will pay for parts and equipment replacement due to vandalism or for major repairs of systems and plant replacement that are not related to the Service Provider's negligence. All vandalism damage exceeding one hundred dollars (\$100.00) must be accompanied by an Alameda Police Department report.

6. The City has authority for establishing hours of turf irrigation.
7. Should the City desire to have repairs or plant replacement due to vandalism, the City will pay for parts and plants.
8. City Hall is to be serviced first thing on Monday mornings. All work is to be completed by 8:30 a.m. Annual flower replacement is three (3) times per year. The Service Provider is to furnish and install 672 four-inch annuals each planting and keep hedges trimmed at a height of eighteen inches (18") from ground level. Schedule for color change to be determined by the Public Works Project Manager.
9. Turf Care - The Service Provider shall maintain all turf areas by performing the following operations and other work incidental thereto.
 - a. Mowing. All turf areas shall be mowed weekly except for the period of November through February 15, during which time mowing will be done every two weeks depending on weather conditions. **Mowers shall be kept in proper adjustment.** Bruising or rough cutting of grass will not be permitted. Mowers will also be adjusted to and operated such that the grass is cut at uniform height. Scalping of mound areas will not be permitted. Paper, rubbish and debris shall be removed by the Service Provider prior to mowing. Turf shall be cut at a height of one and one-half inches (1-1/2") from November through February, and to a height of two inches (2") from March through October. Clippings may be left on lawn- cut without catcher. However, any clippings noticeably remaining on the lawn surface after 24 hours shall be raked up and removed.
 - b. Trimming
 - i. All edges shall be trimmed after every other cutting, except at Mastick Senior Center, which will be at each mowing. This trimming shall include all areas along walls, fences, foundations, shrubs, curb, sidewalks, pathways, header boards, planters, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.
 - ii. The trimming shall be done by power edger or by hand, but in no case shall soil sterilants or other type of weed killers be permitted without prior approval of the Public Works Project Manager or his designated representative.
 - iii. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Public Works Project Manager or his designated representative and repairs shall be made by the Service Provider.
 - c. Fertilization
 - i. Lawn: In early April and again in late September of each year, apply sixteen (16) pounds of 21-8-8 controlled Release Fertilizer per 1000 square feet of lawn. Apply ammonium sulfate or nitrate as required to keep the lawns healthy and green between scheduled fertilization periods.

ii. Ground Cover: In early April and again in late September, apply eight (8) pounds of 16-6-8 Turf Supreme per 1000 square feet of ground cover.

iii. Shrubs: All actively growing shrubs not yet at maturity shall be fertilized once per year in early March with complete fertilizer with systemic insecticide for the flowering and fascicle plants and controlled release fertilizer for non-flowering at such a rate to supply two and one-half (2-1/2) pounds of actual nitrogen per 1000 square feet beneath the drip line of the plant.

iv. Aeration of Turf: All turf grass areas shall be verified once each year in the last week of March prior to the April fertilization.

10. Irrigation

a. The Service Provider's routine maintenance responsibility for all irrigation systems shall begin at the discharge site of all electric remote control valves.

b. All irrigation systems and equipment which are the Service Provider's responsibility for routine maintenance shall be kept in proper operating condition at all times in order to ensure proper watering in all planted areas. All sprinkler heads shall be kept clean, adjusted, and in good working order to ensure coverage.

c. All irrigation breaks or malfunctions shall be reported as soon as possible to the Public Works Project Manager or his designated representative. All systems shall be checked twice per week and any broken pipe, fittings, risers, heads, etc., shall be repaired or replaced, in kind, as soon as possible, so that the irrigation schedule may continue uninterrupted.

d. The Service Provider shall repair all main lines, valves, electrical wiring or appurtenances damaged as a result of his work.

e. Primary watering will be done at night by automatic systems. Where automatic or manual irrigating systems exist, they shall be maintained and operated by the Service Provider in a manner, which promotes healthy growth while taking care not to waste water. Some hand watering may be necessary due to poor water coverage or malfunctioning sprinkler heads. The City will pay for water costs. Minor overseeding may also be necessary to maintain good turf (not to exceed one hundred (100) square feet).

f. Where there is no irrigation system, Service Provider will be required to use hoses and portable means of irrigating to promote healthy growth in landscaped areas.

g. An updated timing sheet and valve locations shall be kept in each controller with a copy on file with the Public Works Project Manager or his designated representative.

h. A site map identifying stations shall be kept in each controller with a copy on file with the Public Works Project Manager or his designated representative.

11. Ground Cover. Ground cover, shrub areas, streetscape planters and streetscape planter bulb-outs shall be kept in a weed-free condition by weed removal and cultivation and/or the use of proper herbicides applied per manufacturer's directions after approval of the Public Works Project Manager or his designated representative. Any plants lost or damaged during weed control operations shall be replaced with the same varieties and spacing as originally planted. Insecticides will be applied by the Service Provider only when approved by the Public Works Project Manager or his designated representative.

12. Pruning (Shrubs). The general objectives of pruning of the shrubs are to maintain a natural appearance; to eliminate disease or damaged growth; and to select and develop permanent branches.

a. All shrubs located in the following medians, at the following intersecting streets, within sixty feet (60') of curb facing intersection shall be kept at a height of two feet (2') from street level for traffic visibility:

- Tilden Way and Fernside Boulevard
- Lincoln Avenue and Sherman Street
- Lincoln Avenue and St. Charles Street
- Lincoln Avenue and 8th Street
- Constitution Way and Pacific Avenue
- Atlantic Avenue and Webster Street
- Constitution Way and Marina Village Parkway
- Atlantic Avenue and Constitution Way
- Lincoln Avenue and City Parking Lot
- Ballena Boulevard and Tideway Drive
- Gibbons Drive and Central Avenue

All other shrubs located in medians at intersecting streets which are within sixty feet (60') of curb facing intersection shall be kept at a height of four feet (4') from street level for traffic visibility.

b. Pinching or light shearing of terminal buds shall be allowed on selected shrub species to promote flowering/foilage. To prevent leginess (sparse lower branches), shrubs should be maintained with lower foliage wider than the upper foliage. This practice shall allow more light to reach lower foliage, preventing the loss of leaves to shading.

c. Shrubs shall be pruned when necessary to conform with the general objectives. Late winter/early spring shall be the time of year that general pruning shall be done. Minor pruning may be done at any time.

d. Shrubs located at the fountain at Encinal Avenue and High Street and at City Hall shall be kept at a height of eighteen inches (18"). Shrubs located along Park Street Streetscape planters and streetscape planter bulb-outs from Central Avenue to Webb Avenue, and along Webster Street Streetscape planters and streetscape planter bulb-outs from Central Avenue to Pacific Avenue, and along Fernside Boulevard planters and bulb-outs from Encinal Avenue to Washington Street, shall be kept at a height of two feet (2') from street level.

13. General Maintenance and Clean Up

a. All clippings, trimmings, and cuttings shall be promptly removed from the site and disposed of at the Alameda County Industries transfer station located at 610 Aladdin Avenue, San Leandro, CA 94577. Hours of operation are Monday through Friday, 8:00a.m. to 5:00p.m.

b. Grass cuttings shall be removed from all walkways and paved areas by vacuuming or blowing onto turf or other method of Service Provider's choice on the same day as the cutting.

c. Any settling, washouts or damage due to Service Provider's vehicles or equipment shall be filled, graded, replanted, and repaired to original condition.

d. Leaf blowers will only be operated between the hours of 8:00 a.m. to 4:30p.m., except at City Hall.

e. Leaf blowers are to be used on median range settings unless a particular situation exists where more power is required, i.e., wet grass sticking to surface, extra heavy debris, etc. In these cases the high range may be used, but only intermittently.

f. Leaf blowers shall not be used on designated "spare the air" days.

g. Lawn clippings or debris will be blown back onto the immediate lawn areas, or into piles in the street gutters and removed.

14. Irrigation Repairs

a. Irrigation Heads

i. Head repairs to include all work necessary up to and including two inch (3") PVC tee, nipple/riser, sprinkler body, and nozzles.

ii. Replacement heads shall be Toro heads, 300 and 570 series, or hunter stream spray. Replacements shall match existing system and precipitation rates.

- b. Repair of Irrigation Supply Lines
 - i. Irrigation supply lines vary in size from 3/4" to 3", Sch. 40, on all mains.
 - ii. Repairs shall be made within seventy-two (72) hours, in a professional manner, according to manufacturer's specifications.
 - iii. All landscape disturbed during excavation shall be replaced to its original state.
- c. Repair of Irrigation Valves
 - i. All valves shall be checked twice per week. Any malfunction shall be repaired or replaced as soon as possible.
 - ii. Replacements shall be: Plastic- Hydro /Toro/Rainbird/Hardy; or Brass- Rainbird/Superior.

15. Spraying Weed Abatement. This section pertains to the application of herbicides for the purpose of weed abatement in special areas throughout the City of Alameda. All work must be performed with properly mixed chemicals and by a person with a current qualified applicator certificate/license in Alameda County.

E. Compliance with the City's Integrated Pest Management Policy

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board. Contractor shall follow the City's IPM 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.

Contractor will ensure that 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. Contractor 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

Contractor shall ensure that only appropriate licensed applicators who are authorized and trained in pesticide application and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

Restricted Chemicals

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.

Contractor shall avoid the use of pesticides that threaten water quality, human health and the environment. Thus, the Contractor shall not use or promote the use of the following chemicals:

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),
4. Carbamates (e.g., carbaryl),
5. Fipronil,
6. 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.

General Pesticide Usage Practices

Contractor shall ensure implementation of the following practices:

1. All pesticide applications shall be performed 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.
2. 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.
3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

Posting of Warning Notices Prior to Pesticide Application

If a pesticide with a "Warning" or "Danger" label indicator must be applied, the Contractor shall post sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS to effectively alert the public (i.e., at all entrances to a building) no less than 48 hours in advance of the pesticide application. The warning notice must be completely filled out, including name of the pesticide (both chemical and brand name), time and date of application, and with a fully legible re-entry time.

Annual Pesticide Use Summary Report

Contractor shall track pesticide use on City properties and provide an annual pesticide use summary report of pesticide application on City properties. The annual pesticide use summary report shall be submitted to the City's Public Works Department Clean Water Program staff by a date to be determined in the scope of work and shall include the following information:

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)
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbamates, fipronil, and copper-based pesticides.

Best Management Practices (BMPs)

To protect water quality, the Contractor shall implement the BMPs and control measures described below:

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.

F. Department of Industrial Relations Compliance and Prevailing Wage Requirements on Public Works Projects.

1. 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>

2. 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.

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

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

5. 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>

G. Prevailing Wages:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor

Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

H. Hours of Labor

1. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

I. Certified Payroll

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be

accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
 - b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.
 3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

J. Apprentices

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.
2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.
3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

K. Labor Discrimination

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

L. 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. All Contractors must have a valid "C-27" license that allows them to complete the work specified herein, in a professional manner consistent with these specifications

M. Standard Service Provider Agreement.

A sample service provider agreement has been provided in the Appendix for the Service Provider's review and comment. If a Service Provider wishes to take exception to any of the terms and conditions contained in the service provider agreement, these should be identified specifically and with the Service Provider's Proposal; otherwise it will be assumed that the Service Provider is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a Service Provider. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFB, and the successful Service Provider will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the Service Provider's Proposal. The service provider agreement will not be executed by the City without first being signed by the Service Provider.

N. Permits and Licenses.

The Service Provider shall procure a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subservice provider shall have a current City of Alameda business license.

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

1. **A City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

O. Service Provider's Representative.

The person signing the Service Provider's Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

P. Award of Contract

The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Project Manager's estimate of quantities of work to be done. Once awarded, this contract may be mutually extended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director shall, on or before April 1, submit written notice that the contract is to be extended upon the same terms and costs (plus an annual increase to consumer price index for the San Francisco Bay Area appropriate to the trades associated with the work for the previous calendar year) as the existing contract. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Q. Execution of Contract.

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). The Service Provider will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include three (3) copies of the contract executed by the Service Provider, proof of insurance and if required, payment and performance bonds.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award.

ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Contract
- Exhibit D – Stormwater Management Plan
- Exhibit E – Landscape Weekly Report Sample
- Exhibit F – Site Map
- Exhibit G – Fernside Boulevard locations

EXHIBIT A

SCOPE OF WORK

WORK SCHEDULES

A. Annual Schedule.

1. The Contractor shall submit an annual schedule to the Inspector for approval. The schedule shall indicate the time frames when the work shall be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
3. The items of work/tasks shall be performed Monday through Friday. Inspector shall indicate days of actual performance on weekly schedule.
4. Mowing shall only be performed on set days - (except major holidays) unless authorized by Inspector.

B. Monthly Schedule.

1. The Contractor shall submit a monthly schedule form to the Inspector, which will be provided, to indicate the major items of work completed.
2. The Contractor shall complete the schedule for each item of work/tasks and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.
4. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
5. Contractor shall adjust all schedules to compensate for all holidays.

C. Performance during Inclement Weather.

1. During periods when inclement weather hinders normal operations, Contractor shall adjust his work force in order to accomplish those activities that are weather appropriate such as drain clearing, litter, and other tasks that are least affected by weather.
2. The prime factors in assigned work shall be the safety of the work force and damage to landscaping, in that order.

D. Security- Supervision.

1. Vandalism. Contractor shall immediately report all conditions and occurrences out of the norm to the Inspector, including vandalism or other damage to the landscaped areas or irrigation system, and shall also report other Landscape Facility damage. Including all unsafe issues as recognized by the crew.
2. Supervision. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively.
3. Training. Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors/Foreman shall have been trained in supervision as well as technical training in landscape maintenance services.
4. Telephones. Telephones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services or 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

DAMAGE

The Contractor shall protect all landscape improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original scope in all aspects.

MATERIALS

A. Chemicals. Contractor shall have a list of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage and provide Material Safety Data Sheets (MSDS) for all chemicals. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's Certificate/License. All applications shall be in strict accordance with all governing regulations including City of Alameda IPM program and to limit drift.

B. Supplies. Contractor shall furnish at its expense all materials required to perform the work under this Contract, to include, but not limited to, irrigation system repairs, irrigation system damage, vegetation controls materials, turf, grass, seed, or sod, and with approval plants, shrubs and ground cover.

TRASH

Contractor shall dispose of all trash and debris collected within the landscape prior to the completion of each day's activities. Responsible disposal of trash and litter includes separating green and recycling when possible at contractor's own facility.

GENERAL ENVIRONMENTAL REQUIREMENTS

Sound Control

The Contractor shall comply with all County and local City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise from the operation.

Water Conservation

1. Whenever possible the use of water shall be minimized, particularly during cleanup operations.
2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly. Monthly reports shall have dry inspections of all the irrigation infrastructure.
3. Nothing in this section shall relieve the Contractor from adequately maintaining any area in accordance with these specifications.
4. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements as set forth in Pollution Controls/Clean Water section of the Contract and Best Management practices in regards to water pollution.

WORK ITEMS

I. STANDARD WORK (Work Tasks)

All Standard work shall be performed based on the following schedule:

PERFORMANCE SCHEDULE

FREQUENCY

Work/ Tasks

Weekly Maintenance

(ME) Mow and Edging	Weekly
(PM) Pavement Maintenance, Debris/Liter Removal	Weekly
(WC) Weed, Pest Control	Weekly
(SM) Shrub Pruning	Monthly
(GC) Ground Cover Edging/Trimming	Monthly
(PD) Flowering Ornamental Detailing	Quarterly
(TR) Trash Receptacles Replacement	Weekly
(AR) Aeration	Annually
(SD) Storm Drain Clearing	Annually
(TC) Tree Clearance	Annually
(GF) Graffiti Abatement	Weekly
(PW) Power Washing	Annually
(AD) Amendments/Fertilizer	Annually
(MD) Mulch Redressing	Annually
(IR) Irrigation Reports	Monthly
(TW) Parkway Tree Watering	Monthly

Twice/ Month

Pavement Maintenance, Debris/Liter Removal	Every Visit
Weed, Pest Control	Every Visit
Shrub Pruning	Monthly
Ground Cover Edging/Trimming	Monthly
Flowering Ornamentals Detailing	Annual
Trash Receptacles Replacement	Monthly
Storm Drain Clearing	Annual
Tree Clearance	Annual
Graffiti Abatement	Monthly
Power Washing	Annual
Amendments/Fertilizer	Annual
Mulch Redressing	Annual
Irrigation Reports	Monthly

Monthly Sites	Work/Task	Frequency
	Trash Receptacles Replacement	Monthly
	Storm Drain Clearing	Annually
	Shrub Pruning	Annually
	Tree Clearance	Annually
	Graffiti Abatement	Monthly
	Mulch Redressing	Annually
	Irrigation reports	Monthly
	Parkway Tree Watering	Monthly (June-Sept)
Once Every Four Months	Work/Task	Frequency
	Weed, Pest Control	Every Visit
	Pavement Maintenance, Debris/Liter Removal	Every Visit
	Shrub Pruning	Annual
	Groundcover	Per Visit
Add Alternates	Work/Task	Frequency
	Weed, Pest Control	Every Visit
	Pavement Maintenance, Debris/Liter Removal	Every Visit
Irrigation Repairs	Work/Task	Quantity
	Irrigation Heads	150
	Pipe Repairs	20
	Valve Repairs	25
Miscellaneous	Work/Task	Quantity
	Weed Spraying	~135,000 sq ft
	4" Bedding plant/Planting/ Qutrly	672-4" pots
	Spread/Redress gorilla mulch/Annual	10 cubic yards

1. TURFMOW

A. All turf grass areas shall be mowed on days of the scheduled visit:

- (As Required During State No Water Mandate)

Mowing shall occur on the same day each period.

Cutting heights and methods shall be:

- | | | |
|--------------------|---------------------|-------------------|
| • Bluegrass/Fescue | June thru September | 3" reel or rotary |
| | October thru May | 2" reel or rotary |
| • St. Augustine | Year Round | 2-1/4" |
| • Bermuda | Year round | 3/4" |

(All equipment shall be adjusted to the proper height and properly sharpened.)

Grass clippings are not to be collected. All glass paper, leaves and other debris shall be removed and disposed of offsite prior to mowing.

All walkways, road ways or other areas dirtied by mowing operations shall be cleaned and all debris removed and disposed of prior to completion of each day's mowing operations.

2. TURF EDGE – MECHANICAL

- A. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent mowing as per the task frequency chart.
- B. Mechanical methods shall be used except where physically not possible or practical.
- C. Mechanically trim around and under all anchored or stationary benches. Other areas will be trimmed by hand. Chemicals shall be used as specified in the Contract.

3. TURF EDGE-CHEMICAL

- A. Chemical applications can be used on areas such as planters, buildings, along asphalt trails/paths, around fence lines etc. where mechanical edging is not physically possible or practical.
- B. A registered agricultural, ornamental turf dye (color red or blue) can be used as necessary when applying chemicals for monitoring purposes.

- C. Prior to application of chemicals, all turf hard to reach areas shall be trimmed to the proper mow heights.
- D. Chemicals shall be recommended and approved by the Inspector prior to use.
- E. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and under the supervision of persons possessing a valid California Qualified Applicators License/Certificate. Records methods of applications, chemical formulations, applicators name and weather conditions, authorizations stating dates, times, at the time of application shall be made and retained in an active file a minimum of one (1) year. After this period, records shall be retained in accordance with the Agriculture Commissioner, Department of Agriculture Regulations.
- F. Arthropods on plants will use non-restricted products such as Ortho Systemic Fertilizer and Pest Control as per manufacturer recommendations.
- G. Chemicals shall be applied to limit drift to six inches (6"). All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
- H. Chemical edging shall be restricted to City agent approval.
- I. Spraying of vacant easements to eliminate un-wanted vegetation in selected areas shall employ City IPM's standards.
- J. Chemical use shall comply with City IPM policy.
- K. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of offsite prior to the completion of that days operations or the end of the day, whichever occurs first.
- L. Contractor shall provide weed control by means of mechanical trimmer's mowers, walk-behind mowers etc., in all open space sites.

4. LANDSCAPE: MAINTENANCE

- A. Weeds shall be removed manually in planter bed areas, through cultivation/weed whackers dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time they are first visible. "Weed-eater" or similar equipment shall NOT be utilized to remove weeds when ornamental plant population is dense.

All landscaped areas shall be fertilized/mulch/amended in accordance with the type of plant material. All areas shall be free of moisture at the time the fertilizer is applied, and then be thoroughly watered immediately after the fertilizer is applied.

- B. All ground cover and shrubs shall be trimmed to restrict growth from sidewalks, facility entrances or other access ways or curbing.
- C. All shrubbery shall be trimmed, shaped and thinned at the appropriate season or times of the year based on the species of shrub to produce healthy growth, symmetrical appearance, removal of dead, damaged or diseased branches and encourage flowering.

All cuts shall be made sufficiently close to the parent stem so that the healing can readily start under normal conditions. All branches 1" or greater shall be undercut to prevent splitting. All equipment utilized shall be clean, sharp and expressly designed for shrub and tree pruning.

- D. All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.
- E. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operation.

5. TURF AERATION

- A. All turf areas shall be aerated once per year, between February 15 and March 15.
- B. Aeration shall be accomplished by removing 1" diameter by 2" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine.
- C. Contractor shall flag all irrigation heads and valves to avoid damage.
- D. All cores shall thoroughly pulverized within twenty-four (24) hours after aerating.
- E. All walkways, roadways, trails, landscaped areas or other areas affected by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first.

6. TRASH REMOVAL (CANS)

All trash cans (including trash within a two foot diameter area of the can) shall be emptied of all trash and debris on all scheduled maintenance visits, Monday through Friday before end of work day (Holidays excluded). Contractor shall provide durable 2 mil. plastic liners for all trash cans at Contractor's expense. Trash shall be removed from receptacles when trash containers are full. Any trash can containing fish remains, dog feces or other waste that will produce offensive smell or attract insects shall be emptied before leaving the site.

MAINTENANCE AROUND FACILITIES

A. General.

1. All offensive smelling waste or other materials shall be removed from the areas immediately and proactively.
2. All broken glass and sharp objects shall be removed during scheduled work visits.
3. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all time.
4. Contractor shall sweep or use blower depending on specifications of sidewalks, building entrances, parking lots, gutters and planter areas on each regular service.
5. Contractor shall remove all loose trash, liter, broken glass (including material that may be adhered to the sidewalks), leaves, branches, weeds, and other debris from the entire area around the facility including landscaped areas, sidewalks areas and any parking lots.

B. Hard Surface Areas.

1. These areas include, asphalt, walk ways, rubberized/decomposed granite material and all concrete surfaces, etc.
2. All areas shall be cleaned to remove all deposits of silt and/or sand and glass.
3. All areas shall be thoroughly cleaned by sweeping or use of a blower.
4. Contractor shall pressure wash sidewalks, patios and other concrete surfaces upon the request of the Inspector, not to exceed twelve (12) times per year and in accordance with any drought imposed restrictions.

C. Other.

1. All leaves, paper and debris shall be removed from landscaped areas, landscape beds and disposed of by contractor.
2. All storm drains within the perimeter of the facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Inspector.

D. Shrubs.

1. Shrub pruning will follow the most current ANZI Z133.1 and A 300 standards including City height restrictions for medians intersections and where visibility maybe enhanced.

2. Flowering will be encouraged so shearing naturally is standard and when reduction is required flowering takes precedence.
3. Accent shrubs or fascicle plants require additional thinning while encouraging peak flowering to continue. Thinning or detailing will keep the plant within the design of the site and kept from developing into a hedge.

E. Trees.

1. Tree clearance is a minimum of 8' over the sidewalk and 13'6" over the street, parking spaces, the contractor will maintain the clearance over the sidewalk, walkways, entrances or where the trees impede pedestrian traffic within the landscape site.

F. Ground Cover.

1. Ground cover maintenance shall keep with ANZI Z133 standards and City clearance requirements. Shearing using a natural approach including to 45 degree instead of a hard edge that requires shearing with more frequency.
2. Flowering groundcover will be encouraged unless the flowering is woody structure which disfigures the intent.

G. BioSwales.

1. All BioSwale maintenance shall conform to the Stormwater Management Plan as attached. (Exhibit D)

H. Graffiti.

Graffiti shall be abated on all landscape elements by the contractor and reported when located on buildings or walkways. All supplies will be provided by Contractor.

I. Power Washing.

Annual power washing of sites/landscape elements that develop unsafe sticky surfaces or stains which a power washing can remove safely.

J. Amendment/Fertilizer.

Primarily used on flower shrubs to both control aphids and encourage flowering. Multiple purpose products such as Ortho Rose Food or similar products and the locations are limited to City Hall and Mastick Senior Center.

K. Mulch Redressing.

Areas that are maintained with mulch will require additional mulch to control continue erosion as a proactive approach to adding large amounts all at once, a continue supplemental approach is required up to 6 yards annually. Mulch (Except for BioSwale and APD Memorial) will come from clean wood chips generated by City tree contractor.

L. Annuals/Perennials/Flowering Shrubs

Flowering plants shall be detailed monthly at a minimum rate during their flowering season to encourage flowering and reduce seed heads. Fertilized with combination fertilize and pest control products annually. In addition to chemical weed abatement mulching shall be a primary task within the area.

IRRIGATION SYSTEM

- A. General. Contractor shall maintain the entire irrigation system which includes all components from connection at meter in an operational state at all times. This applies to all controllers and remote control valves, gate valves, lateral lines, sprinkler heads, emitters, screens, drip systems, and moisture sensing devices

The Contractor shall be responsible for the complete management, operation and maintenance of all controllers and irrigation systems. The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall employ proper irrigation management techniques for all work involving pressure systems. The Contractor shall provide maintenance to keep all irrigation systems in proper working order including results of system fatigue, erosion to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system.

Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operations, maintenance, adjustments, and repair, in all types of components to include electric control clocks, valves, sprinkler heads and drip systems, will all brands and models of irrigation equipment.

The repair work to the existing sprinkler systems consists of location and repairing or replacing defective and broken electric and manual valves, valve control boxes, metal irrigation valve pit covers, controllers, controller boxes, electrical wiring (between clock and valves), controller pedestals, sprinkler heads, risers, water lines, automatic and all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system (s) and new irrigation systems which will be accepted by the current contractor. All used and or replaced parts shall be turned in to the Inspector at the end of each day.

B. Watering Times. All turf grass shall be irrigated between the hours of 9:00 p.m. and 6:00 a. m. as required to maintain adequate growth and appearance. Special watering may be required during daytime hours after periods of extreme dryness but shall be monitored to prevent overspray or prevent access to facilities. Any changes to the water schedule will not be implemented without prior approval of Inspector. Contractor is responsible for all watering schedules and shall submit schedule to Inspector.

C. Irrigation System Inspection.

1. Initial Inspection. Contractor shall complete an initial inspection and testing of the entire system NO later than ten (10) working days after the award of the Contract. Within that time frame, the Contractor will submit to the Inspector a listing of all parts and labor which are required to bring the system into full operation condition. The Inspector may:
 - a. Authorize the Contractor to commence work based on the submittal.
 - b. Review the submittal with the Contractor and authorize the work based on Major Irrigation Repair Work procedures.
 - c. Issue a competitive solicitation for the listed work (if a solicitation is issued, the Contractor will have the right to submit a competitive bid using prices and rates it believes are appropriate and competitive).
2. Routine Inspection. Contractor Shall Inspect and Test All Irrigation Systems a Minimum of Six Per Week in Order to:
 - a. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas and vehicles.
 - b. Determine malfunctions damage, or obstructions and implement corrective action.

Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle.

Costs for excessive utility usage due to failure to repair malfunctions on a timely basis may be prorated to payment.

3. Irrigation Inspection Schedule. A schedule shall be submitted to the Inspector at the start of the Contract showing the location, time of day that each irrigation system will be tested. Any changes to the Irrigation Inspection Schedule shall be submitted to the Inspector for approval prior to enactment.

- a. Daily Reports. Contractor shall submit daily reports ("Dailies") to Inspector Itemizing work completed and parts replaced.

D. MEASUREMENTS AND PAYMENT. The work to be done shall be included in the service, repairs and updates in the unit price and all related services and consist of furnishing all labor, vehicles, tools, equipment, materials, parts, components, except as herein specified, and doing all the work associated with Landscape/Median Maintenance within the City of Alameda in accordance with all specifications and standards. Applying the Weekly Task/Work. Schedule tabulate cost including weekly meetings, annual/monthly work plans and irrigation review. Service Provider will provide a GPS report at the end of each billing cycle which will accompany the monthly billing. GPS report will identify areas serviced for the month being billed.

EXHIBIT B
BID PROPOSAL

EXHIBIT B - BID PROPOSAL FORM

Description	Unit of Issue and Quantity								Cost per Month	Quantity	Total
Maintained Weekly	*Tasks										
1. Encinal Ave High Street to Fernside- Includes Fountain.		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
2. Ferry Terminal Main Street		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
3. Emergency Operations Center		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
4. Fire Station 3		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
5. Main Library		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
6. City Hall		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
7. Marina Cove		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
8. Mastick Senior Center		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
9. Vets Building		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
10. Park Street		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
11. Webster Street		\$		\$		\$		\$		12 monhs	
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				

Maintained Weekly (continued)	*Tasks							Cost per Month	Quantity	Total
12. Alameda Landing Planters		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
13. Alameda Police Station 1555 Oak St.		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
14. Alameda Landing Bioswales		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
Maintained Twice Per Month	*Tasks							Cost per Month	Quantity	Total
15. Atlantic Avenue, Constitution - Webster (All Public Right of Way)		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
16. Constitution Way (All Public Right of Way)		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
17. Carnegie 17. Library		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC	\$ 10.30	TR		GF		IR			
	SM	\$ 10.30	AR		PW		TW			
18. INTENTIONALLY LEFT BLANK										
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
19. Fernside Avenue, at Blanding		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
20. Library Santa Clara Ave		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
21. Oak St Mini Park		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
22. Palmera Court		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
23. Thompson Ave High Street to Fernside Median		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			

Maintained Twice Per Month (Continued)	*Tasks							Cost per Month	Quantity	Total
24. Westline Drive Median		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25a. Parking Lot A		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25b. Parking Lot C		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25c. Parking Lot W		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25d. Parking Lot O		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25e. Park Street & Lincoln Avenue		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25f. Doolittle Drive, Island to HBP		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
25g. Lincoln Ave City Parking Lot		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
Maintained Once Per Month	*Tasks							Cost per Month	Quantity	Total
26. Broadway at Tilden		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
27. BayPort – East Parkway from Ralph Appezzato Memorial Parkway to Willie Stargell		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
28. Bike Path, N/S of Bay Farm Bridge		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
29. Grand Street Median of Otis		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			

Maintained Once Per Month (Continued)	*Tasks							Cost per Month	Quantity	Total
30. Buena Vista & Everett St		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
31. Caroline Street, S End		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
32. Central Garage		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
33. Eagle Ave and Tilden Way		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
34. High Street at Fernside		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
35. Ballena Boulevard – Landscape Medians		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
36. Lincoln At Sherman and St Charles		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
37. MSC 1616 Fortmann Way		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
38. Marina Versailles		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
39. Marshall Way		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
40. Paru Street & Lagoon		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
41. Portola Triangle, Portola Avenue		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
42. St Charles, South End & lagoon		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
43. Sherman Street, south end		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
44. Story Book Walk		\$		\$		\$			12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			

Maintained Once Per Month (Continued)	*Tasks							Cost per Month	Quantity	Total
45. Tilden Way, Miller Sweeney Bridge to Park		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
46. Union Street at Lagoon		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
47. Weber Street, South end		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
48. Food Bank, 1900 Thau Way		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
49. Bay Street North End		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
50. Benton Street – Median – Alameda Ave		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
51. Central Avenue – East Shore cul-de-sac		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
52. Chestnut Street, South End		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
53. Gibbons Drive at Central Ave		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
54. Heather Walk, Otis and San Beach Place		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
55. Lafayette Street at Lagoon		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
56. Ninth Street, South End		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
57. Roosevelt Drive, West End		\$		\$		\$		\$	12 monhs	
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			

Maintained Once Per Month (Continued)	*Tasks							Cost per Month	Quantity	Total
58. Fernside Blvd. - Access Paths (3 sites bid as one) See Exhibit G for locations		\$		\$		\$				
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		JR			
	SM		AR		PW		TW			
Once Every Four Months	*Tasks							Cost per Month	Quantity	Total
59. 900 block Peach Street	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
60. Beach Road (300 Block, adjacent to Golf Course, Sidewalk area)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
61. RAMP (Field from Main to Webster, South Side only)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
62. Beltline, Sherman to Webster behind business park- Fire break, perimeter.	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
63. Broadway at Shoreline Drive	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
64. Broadway at Tilden	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
65. Central Avenue at Sherman (Triangle area hardscape median)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
66. Doolittle, Hardscape Median (Island to HBP)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
67. Estuary Parking Lot on Main St	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
68. Fernside Medians and West Side fence area (Washington/Otis)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
69. Gibbons Drive at High Street median on South side	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
70. Little Main Street (Central Ave) Parkway (Pacific to Ramp)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
71. Mariner Square Drive (Fields/P- strip Marina Village to Constitution)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								
72. Mariners Square Loop (Marina Village Parkway to athletic club)	Weeds, Pest Control	\$							12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$								
	Shrub Pruning	\$								
	Groundcover	\$								

Once Every Four Months (Continued)	*Tasks			Cost per Month	Quantity	Total
73. Mastick Senior Center Parking Strips along St Charles/Santa Clara Ave	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
74. Otis Drive, center median, north fence line, Otis to Fernside	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
75. Park Avenue at Encinal Avenue concrete median	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
76. Path Between Aeolian Yacht and Washington Court	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
77. Portola sidewalk area along field	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
78. Paden Elementary School – East Perimeter	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
79. RAMP tree wells from Webster to Fifth only	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
80. Stargell Avenue, field and planter on north side from Webster to Main	Weeds, Pest Control	\$			12 monhs	
	Pavement Mnt, Debris/Liter Removal	\$				
	Shrub Pruning	\$				
	Groundcover	\$				
ADD ALTERNATES- CONCRETE MEDIANS - 2/MONTH	*Tasks			Cost per Month	Quantity	Total
1. Otis Drive from Fernside Boulevard to High Street	Weeds, Pest Control	\$			12 monhs	
	Pavement Maintenance, Debris/Liter Removal	\$				
2. Webster Street from RAMP (south)	Weeds, Pest Control	\$			12 monhs	
	Pavement Maintenance, Debris/Liter Removal	\$				
3. Buena Vista Avenue from Ohlone Street	Weeds, Pest Control	\$			12 monhs	
	Pavement Maintenance, Debris/Liter Removal	\$				
4. Marshall Way from Fifth Street to Fourth Street	Weeds, Pest Control	\$			12 monhs	
	Pavement Maintenance, Debris/Liter Removal	\$				
5. RAMP from Main to Webster Street	Weeds, Pest Control	\$			12 monhs	
	Pavement Maintenance, Debris/Liter Removal	\$				
Total - Monthly Services				\$	-	

IRRIGATION REPAIRS						
Description	Description/Qty		*Lump Sum Cost	Unit of Issue	% to date completed	Total Cost
1. 150 Heads	Labor & Material			Lump Sum		
2. 20 Irrigation	Line Repairs			Lump Sum		
3. 25 Irrigation	Valve Repairs			Lump Sum		
4. Weed Abatement Spraying	130,000 SF at Various Locations			Lump Sum		
5. Three Color Planting at City Hall	672 ea. 4" Annuals			Lump Sum		
6. Intsall Shredded Redwood - Bioswales	Once a Year / Install in October at 3"			Lump Sum		
7. Man Hours Cost \$, Labor \$, Spray Tech \$, Remedial Staff \$						
Total - Irrigation Repairs						\$ -

TOTAL BID (MONTHLY SERVICES + IRRIGATION REPAIRS): \$ _____

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

City, State, Zip _____

Dated: _____

Phone No _____

Name	Title	Address
(Of Officers or Partners)		

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certified that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

EXHIBIT C

STANDARD SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and COMPANY (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS (the "Provider"), in reference to the following:

RECITALS:

A. 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: landscape maintenance of median strips and special areas. City staff issued a Request for Bids on July 2, 2019 and after a submittal period of bidding period of 21 days received _____ timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City and Provider desire to enter into an agreement for landscape maintenance of median strips and special areas, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of October 2019, and shall terminate on the 30th day of June 2010, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

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 as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$ _____.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of

race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

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

or

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

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

11. CONFLICT OF INTEREST:

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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jesse Barajas, Project Manager
Email: jbarajas@alamedaca.gov
Ph: (510) 747-7966 / Fax: (510) 769-6030

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

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Email:

18. SAFETY:

a. The 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. The 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. The 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. The 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. TERMINATION:

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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in

connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

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 the 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 City.

22. 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.

23. WAIVER:

A waiver by 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.

24. INTEGRATED CONTRACT:

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 City and Provider.

25. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

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>

26. 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.

27. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

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, 2020 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.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

28. 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.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
(President or Vice President)

Eric Levitt
City Manager

NAME
(Treasurer, Assistant Treasurer, CFO)

RECOMMENDED FOR APPROVAL

Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney

Lisa Maxwell
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

(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 and volunteers 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.

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

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: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

SAMPLE

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

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 and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

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CA 20 48 02 99

Page 1 of 1

EXHIBIT D

STORMWATER MANAGEMENT PLAN

STORM WATER MANAGEMENT PLAN

**Alameda Landing
Backbone Infrastructure**
City Permit Number: CB12-0730

**CITY OF ALAMEDA
ALAMEDA COUNTY
CALIFORNIA**

December, 2012



Prepared By:



ENGINEERS / SURVEYORS / PLANNERS

1646 N California Blvd, Suite 400
Walnut Creek, CA 94596
(925) 940-2200

CB12-0730
OFFICE COPY

Report prepared for:

Region Water Quality Control Board

**Storm Water Management Plan for Alameda Landing Retail Development Phase 1
Alameda, CA**

City Permit Number:

BKF Engineers Job No.: 20065092



Daniel Schaefer, P.E., LEED A.P.
Principal



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I. PROJECT SETTING

A. Project Description and Information Summary

Existing Site

The existing site (formerly Fleet Industrial Supply Center (FISC)) is bordered by Stargell Avenue at the south, Mariner Square Loop at the east, existing Coast Guard Housing at the west and the Oakland Estuary at the north (**Figure 1**). At the north the site is generally at elevation 1.5-2.5 adjacent to existing Warehouses 1 and 2. The south elevation is approximately elevation 8.5 at the intersection of Stargell and Fifth Street.

The site receives approximately 19 inches of annual rainfall. The existing site consists of two Naval Air Station support warehouses building 4 and 5 surrounded by pavement and native material stockpiled. The site is roughly 0% impervious and 100% pervious (**Figure 2**). The proposed site will be 96% impervious.

The existing FISC site drains to the north through existing storm drain infrastructure and discharges directly to the Oakland Estuary through an existing outfall to remain. The outfall consists of a weir structure in the Pond connecting to flap gate structure via twin 48-inch siphon pipes; a 72-inch pipe connecting the flap gate to a headwall; and a sheet pile open channel that drains to the estuary.

Project Description

Some of the proposed Backbone Improvements (BBI) includes the following:

1. Proposed streets – Mitchell Ave, Fifth Street
2. Widened existing streets – Stargell Avenue and Mariner Square Loop
3. Utilities – Storm drain, sewer, water and joint trench
4. Traffic signals
5. Bioretention areas
6. Planting areas
7. Street lights

The new backbone infrastructure is approximately 4,400 miles of roadways/utilities or 7.0 acres. The former Alameda Naval Station known as Fleet Industrial Supply Center consist of mainly impervious surfaces (paved roads and buildings); however, all improvements will be removed or demolished per the demolition and leveling construction activities that will be take place per the Alameda Landing contract drawings titled, "Phase 1 Demolition and Site Leveling", prepared by BKF engineers, dated 2/2/2012. As a result of the demolition activities the site will be pervious and leveled. Since we are creating more than 10,000 sf of impervious surface the project is subject to the treatment and flow components referenced in the NPDES permit.

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B. Opportunities and Constraints of Storm Water Management

The Storm Water Management Plan shows the grading and drainage patterns of the BBI, and the methods proposed to remove suspended solids and pollutants from storm water runoff. Treatment of all runoff from the project area is required according to current stormwater C.3 requirements. Storm water treatment requirements are met by implementing bioretention areas throughout the site to treat the proposed improvements.

Opportunities:

The new backbone roads conform to the existing terrain of the site. The public storm drain improvements which will collect the runoff after treatment in roadside bioretention areas and discharge to the existing Oakland Estuary outfall. During non-treatment storm events, runoff will bypass bioretention areas by entering a curb inlet which has a 2" lip at the throat. (See Figure 6)

The proposed BBI connects a series of roadside bioretention areas and generally maintains the existing hydrology of the site by directing runoff to the existing Oakland estuary outfall (Figure 3). Sidewalks separated from new street by landscape will bypass bioretention areas as they are self treating.

Mariner Square Loop (MSL) is an existing public street in existing public street right-of-way. The Alameda Landing Project is conditioned to improve the public street. Required improvements include the addition of a sidewalk, widening to accommodate bicycle lanes and left turn pockets, and resurfacing/reconstruction to restore its structural integrity. Since MSL is an existing street to which no new traffic lanes are being added, the proposed improvements do not constitute a "Road Project", as defined in section C.3.b.ii.(4) of the MRP, and do not trigger the need for storm water treatment

Constraints:

Infiltration of storm water into the site soils may not be feasible due to low permeability rates reported by the Geotechnical Engineer.

Bioretention areas or Integrated Management Practices (IMPs) with engineered soil are sized to accept stormwater from existing and proposed areas at the bottom of each of the Drainage Management Areas (DMAs).

II. Measures to Limit Imperviousness

A. Pervious Site Improvements

- Roadside Bioretention areas and landscape strips.

- Sidewalks which drain directly to landscape strips.
- Landscape strips which drain directly to bioretention areas.

B. Drainage as a Design Element

- The linear green pedestrian plaza along Fifth Street at the northwesterly portion of the site will integrate Bioretention Areas and meandering paths. Landscape areas drain directly to bioretention areas and are counted as self treating.
- Bioretention Areas treat stormwater by allowing stormwater infiltrate through engineered soil. A perforated pipe collects and conveys the treated subsurface stormwater to outfalls with energy dissipation or storm drain catch basins which drain to the existing watershed.

C. Minimizing Volume of Runoff

- Bioretention areas have been designed and sized per the combination of flow and volume designed criteria indicated on the C.3 Stormwater Technical Guidance handbook.

III. Selection and Primary Design of Storm Water Treatment BMP's

Impervious areas are separated into 43 DMAs. The stormwater runoff from each DMA drains to specific IMPs.

Since the project discharges directly to the Oakland estuary hydrograph modification is not required. Although, the new impervious area has increased, the project's offsite discharge over time does not alter the precondition stormwater peak discharges; therefore, hydrograph modifications do not need to be implemented. Regardless the IMP's were designed for flow control and treatment.

A. General Bioretention Area Characteristics

The bioretention areas are designed to meet the C.3 Stormwater Technical Guidance (Version 3.0) combination of flow and volume design criteria. The bioretention areas are sized such that bioretention area soil mix surface area (not including side slopes) meet the minimum area needed to allow 6 inches of ponding depth for the calculated stormwater inflow volume. The following calculations show a minimum area required to allow for approximately 6" of ponding. The proposed bioretention areas will meet or exceed the calculated required areas as shown in (Figure 4A).

The depth of the surface ponding area is sized so that the ponding area functions to retain water prior to it entering the soil at a minimum 5 inches per hour required by MRP provision C.3.c(2)(b)(vi). See (Figure 4A). Provision C.3.d of the MRP specifies that treatment measures that use a combination of flow and volume capacity shall be sized to

treat at least 80 percent of the total runoff over the life of the project, using local rainfall. A sizing summary of each bioretention area can be found in **(Figure 4B)**.

As an example, the square footage calculation and volume required for the bioretention treatment area of DMA #13.1 is shown in the following steps.

a. Determine **Total C*A (sf)**

For Pervious area use $C=0.10$

For Impervious area use $C=0.70$

$$\text{Total C*A} = (0.7 * 1,412) + (0.1 * 800) = 1,068$$

b. Determine **C composite**

$$\text{Total C*A} / \text{Total area} = 1,068 / 2,212 = 0.48$$

c. Calculate **Unit Basin Storage Volume**

This number is calculated using Table 5-2 "Unit Basin Storage Volumes in Inches for 80 Percent Capture Using 48-hour Drawdowns".

Since the project is located in the city of Alameda the corresponding location is Oakland. Using the C composite obtained from step b interpolate values from table 5-2 to obtain the unit basin storage volume in inches.

(Composite Runoff coefficient, Unit basin storage volume)

Since the composite C is 0.48 it falls between these two values (0.25, 0.17) and (0.50, 0.34). After interpolating our adjusted Unit Basin Storage volume is 0.33

$$(0.34 - .17) / (0.5 - .25) = 0.68$$

$$0.68 * (0.50 - 0.48) = 0.136$$

$$0.34 - .136 = 0.33$$

d. Calculate **Project Mean Annual Precipitation (in)**

Alameda's Annual Precipitation is 19 inches.

Value is obtained from The Alameda County Flood Control and Water Conservation District Attachment-6 titled "Mean Annual Precipitation".

Unit basin Storage Volume * (Alameda Annual Mean Precipitation/Oakland Airport - value obtained from table 5-2)

$$0.33 * (19/18.35) = 0.34 \text{ inches}$$

e. Calculate **I (in)**

Project Mean Annual Precipitation / C composite

$$0.34 / 0.48 = 0.70 \text{ inches}$$

f. Calculate the **Duration, T (hr)**

$$I \text{ (in)} / 0.2 \text{ (in/hr)}$$

$$0.70 / 0.2 = 3.52 \text{ hr}$$

g. **Estimate Bioretention Treatment Area**

A preliminary estimate of bioretention area is estimated. The estimated area used in combination with the infiltration rate and storm duration to calculate the required treatment volume (see step i.).

31.87 SF is assumed.

h. **Compute Total V inflow (cf)**

$$\frac{(\text{Total C} \cdot \text{A}) \cdot (\text{I})}{12} = (1,068 \cdot 0.70) / 12 = 62.69 \text{ cf}$$

i. **Calculate Volume Treated (cf)**

Bioretention Treatment Area * Duration T * Infiltration constant

Infiltration constant is 5 in/hr => 0.42 ft/hr

$$31.87 \text{ sf} \cdot 3.52 \text{ hr} \cdot 0.416 \text{ ft/hr} = 46.75 \text{ cf}$$

j. **Calculate the Stored Volume (cf)**

Total Volume Inflow - Volume treated

$$62.69 \text{ cf} - 46.75 \text{ cf} = 15.94 \text{ cf}$$

k. **Calculate Required Ponding Depth (ft)**

Stored Volume/ Bioretention Treatment Area

$$15.94 \text{ cf} / 31.87 \text{ sf} = 0.50 \text{ ft} \Rightarrow 6'' \text{ required ponding depth}$$

Each bioretention area was designed with the following characteristics:

- Ponding depth is 6 inches minimum. Overflow catch basin shall be 6" from flow line.
- Vegetation selected for viability and to minimize need for fertilizers and pesticides in well-drained soil.
- 18" of engineered biotreatment soil mix per County of Alameda specs. Treatment soil infiltrates at 5 inches per hour.
- 12" class II permeable rock per Caltrans specifications in which perforated pipe is installed.
- 6" Perforated-pipe subdrain connected to storm drainage system.
- Sides of Bioretention Areas can be retained with Vertical/Slotted Curbs or Side slopes that do not exceed 3:1.
- Sloped cobbles for energy dissipation at 18" curb cut inlets will be installed.
- Waterproof liner to be installed at bottom and extend 7 inches up the side of the class II permeable layer.
- Tributary areas which drain to bioretention areas do not exceed 2 acres.

- The project will install purple pipe systems to irrigate the landscaping and bioretention areas. The purple pipe system will be connected to the domestic water system until EBMUD extends recycled water service to the area.

B. Specific descriptions of each DMA and IMP are as follows:

A summary of all proposed, impervious/pervious surface area has been listed in (Figure 4B).

- DMA 1- 6, 14.1, 14, 16-17, 38: Includes drainage from the east half of Fifth Street Road from centerline to flowline. Runoff from these areas discharge into their respective IMP areas which consist of bioretention areas located at low spots. See Figure 4A.
- DMA 7-13.1, 15, 18-19, 40: Includes drainage from the west half of Fifth Street Road from centerline to flowline. Runoff from these areas discharge into their respective IMP areas which consist of bioretention areas located at low spots. See Figure 4A.
- DMA 20-23, 34-37: Includes drainage from the south half of Mitchell Avenue from centerline to flowline. Runoff from these areas discharge into their respective IMP areas which consist of bioretention areas located at low spots. See Figure 4A.
- DMA 24-33, 39: Includes drainage from the north half of Mitchell Avenue from centerline to flowline. Runoff from these areas discharge into their respective IMP areas which consist of bioretention areas located at low spots. See Figure 4A.
- DMA 41-42: Landscape areas within the "linear green" drain directly to bioretention areas and are counted as self-treating.

For road projects, sidewalks which drain directly to vegetated areas are specifically excluded from Provisions C.3.b.ii.(4)(a)-(c). The sidewalk and vegetated areas are not hydrologically separated from the gutter flow therefore these areas are treated the bioretention areas using a factor of 0.1.

IV. Source Control Measures

The following activities occur in areas designated for improvements have potential to allow pollutants to enter runoff:

- Landscape maintenance
- Street sweeping
- Construction/demolition of existing buildings
- Grading

implemented as described in the Alameda County Integrated Management Practice Summary.

Table 1. Sources and Source Control BMP's

Potential Source	Permanent BMP's	Operational BMP's
On-site Storm Drain Inlets	<ul style="list-style-type: none"> Mark all inlets with the words "No Dumping! Flows to Creek" or similar 	<ul style="list-style-type: none"> Maintain and periodically repaint or replace inlet markings.
Landscape/outdoor pesticide and fertilizer use.	<ul style="list-style-type: none"> Landscaping will be designed to minimize required irrigation and runoff, to promote surface infiltration, and to minimize the use of fertilizers and pesticides that can contribute to storm water pollution. Plantings for IMP's will be selected to be appropriate to anticipated soil and moisture conditions. Where possible, pest-resistant plants will be selected, especially for locations adjacent to hardscape. Plants will be selected appropriate to site soils, slopes, climate, sun, wind, rain, land use, air movement, ecological consistency, and plant interactions. 	<ul style="list-style-type: none"> Landscaping to be maintained using minimum or no pesticides. Person or contractor responsible for landscape maintenance to use IPM principles.
Plazas and sidewalks Facility Cleaning Construction and Demolition of Buildings		<ul style="list-style-type: none"> Potential sources shall be swept regularly to prevent the accumulation of litter and debris. Debris from pressure washing shall be collected to prevent entry into the storm drain system. Wash water containing any cleaning agent or degreaser shall be collected and discharged to the sanitary sewer and not discharged to a storm drain.

V. Permitting and Code Compliance Issues

There are no known conflicts between the proposed Storm Water Management Plan and Alameda County ordinances or policies. Any conflicts found will be resolved through the design review process or during subsequent permitting.

VI. Construction Plan C.3 Checklist**Table 1. Construction Plan C.3. Checklist**

Storm Water Management Plan Reference	BMP Description	Improvement Plan Sheet Number
DMA (1-42)	Bioretention Areas – Detains runoff in a surface reservoir, filters it through plant roots and a biologically active soil mix, and then infiltrates it into the ground.	
Self Treating Areas (43 to 47)	Landscape areas	

VII. Owner's Certification

The selection, sizing, and preliminary design of treatment BMP's and other control measures in the plan meet the requirements of Regional Water Quality Control Board Order R2-2003-0022

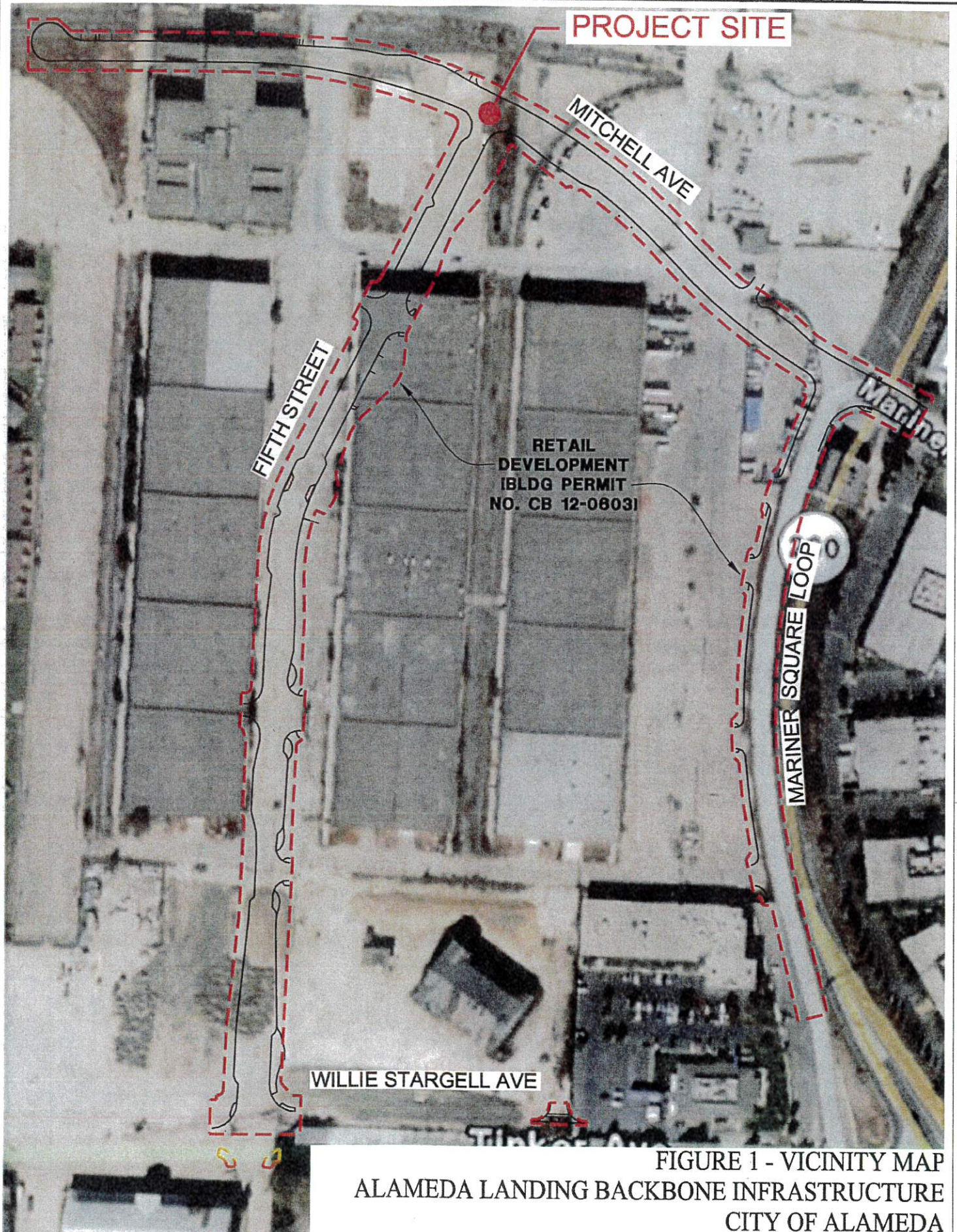
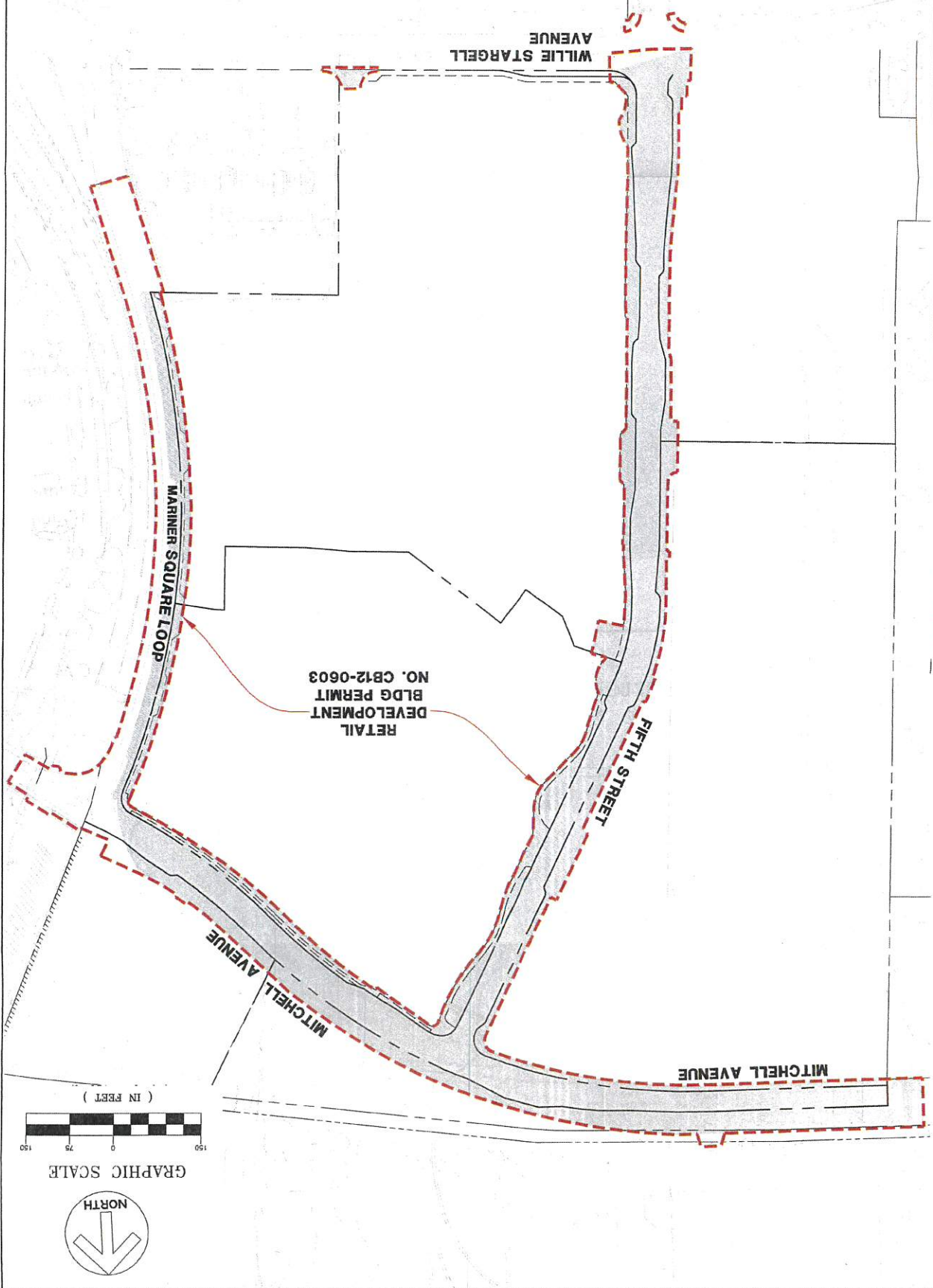


FIGURE 1 - VICINITY MAP
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

**FIGURE 2 - EXISTING IMPERVIOUS/PERVIOUS PLAN
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA**

LEGEND:
 IMPERVIOUS AREAS (207,870 SFI)
 PERVIOUS AREAS (48,160 SFI)
 LIMIT OF WORK

EXHIBIT D



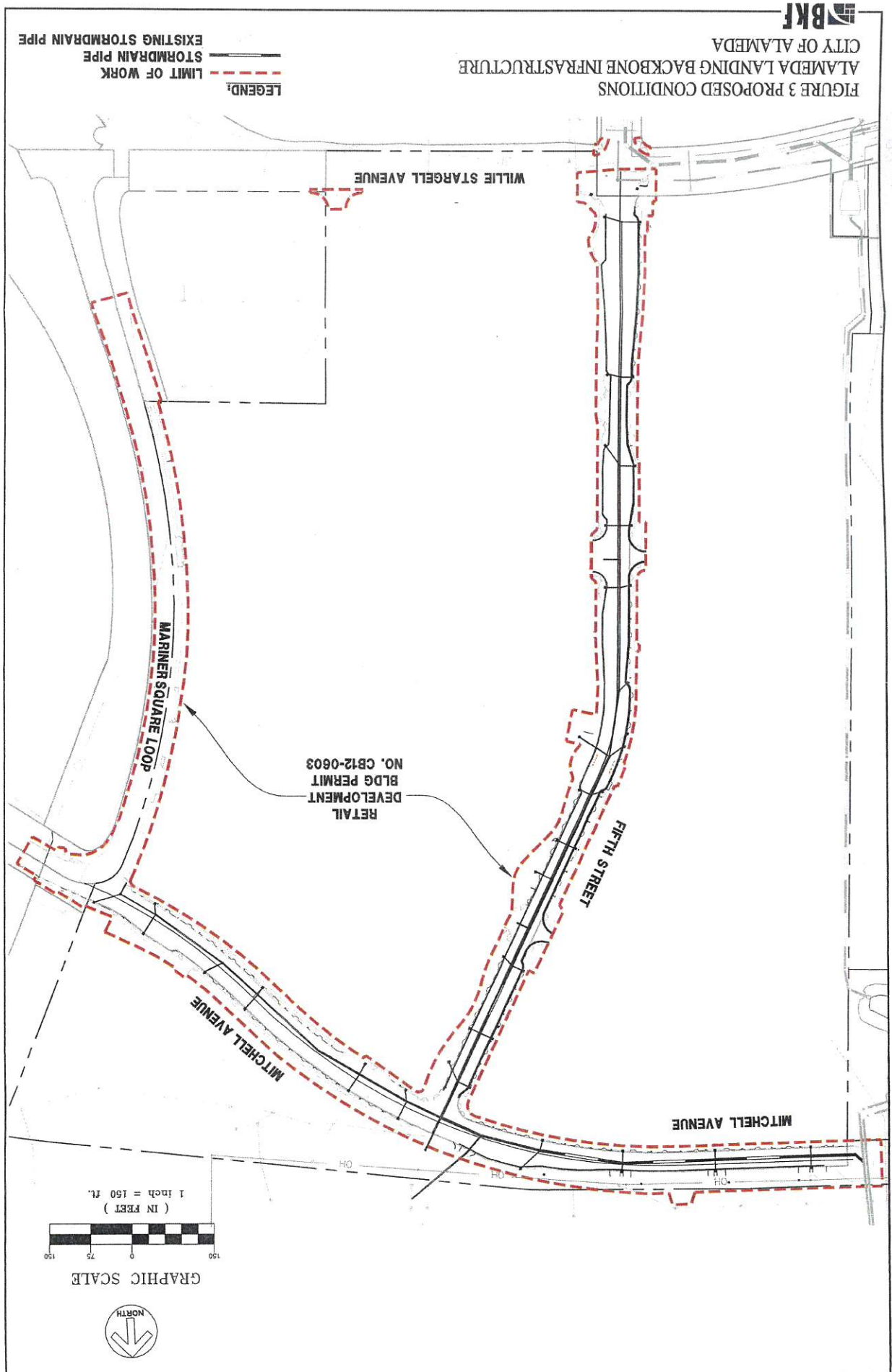
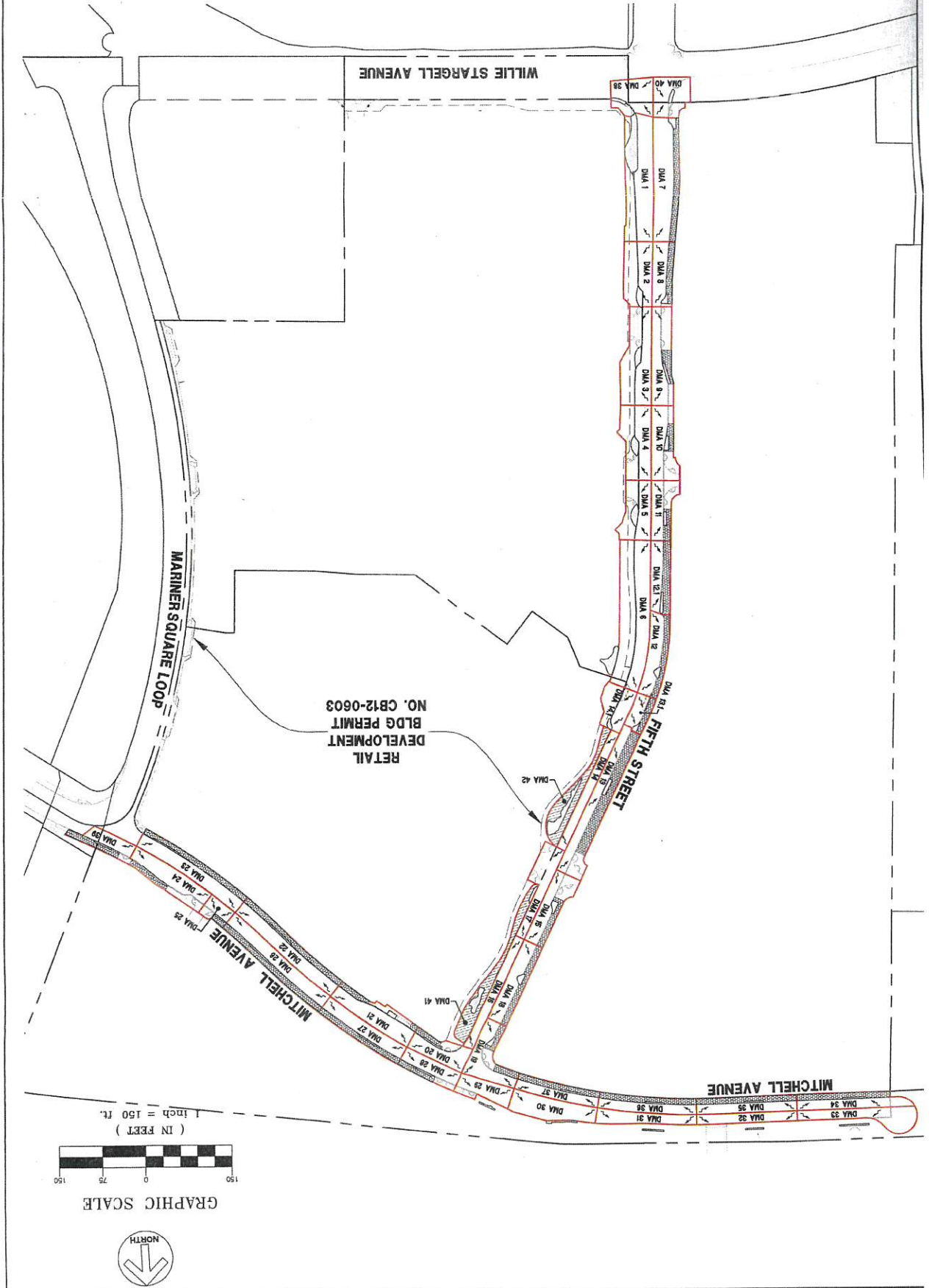


FIGURE 4A - STORMWATER TREATMENT EXHIBIT

- LEGEND
- DRAINAGE MANAGEMENT AREAS (DMA) SEE TABLE ON FIGURE 4B
 - INTEGRATED MANAGEMENT PRACTICES (IMP) - BIORETENTION AREAS
 - SEWAGE TREATING LANDSCAPE DRAINAGE DIRECTLY TO BIORETENTION AREAS

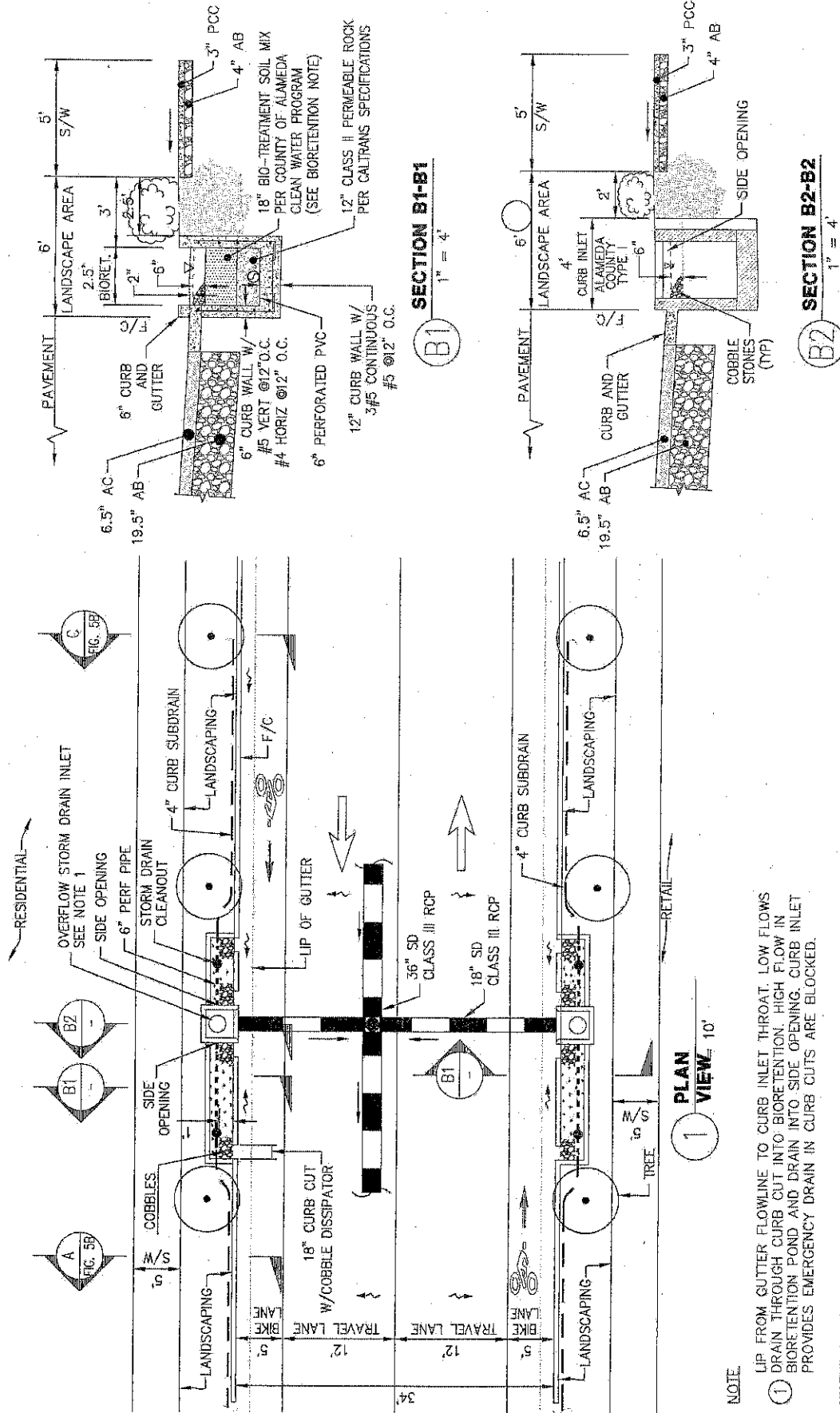
EXHIBIT D

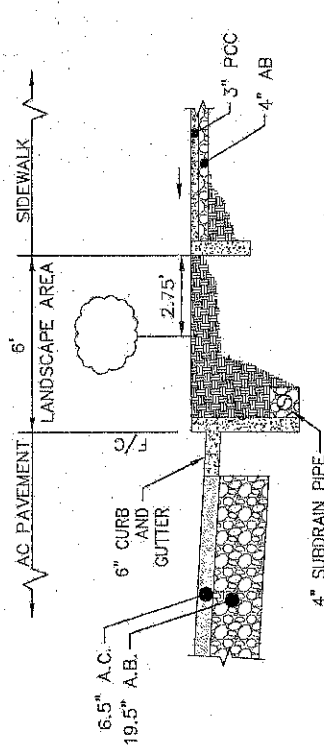


SAMPLE CALCULATION

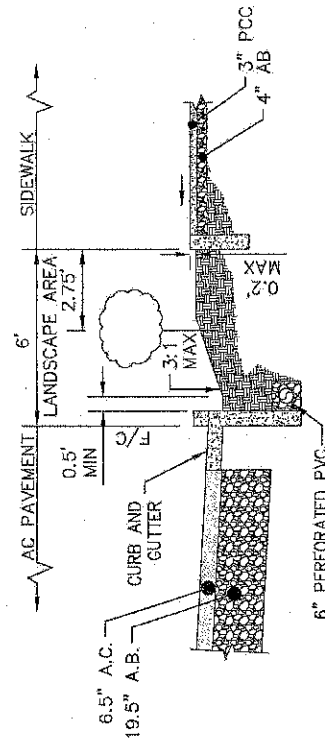
DMA #	TOTAL (SF)	PERVIOUS (SF)	IMPERVIOUS (SF)	BIO-RETENTION (SF) PROVIDED	Total C* A (SF)	C composite	.25-.5	0.5-.75	.75-1	Unit Basin Storage Volume (Table 5-2)	Project Mean Annual Precip. (Inches)	(Inch)	Duration, T (hr)	Minimum Bio-retention Area	Total V Inflow (CF)	Volume treated (CF)	Stored V (CF)	Required depth
1	11045	1663	9382	1663	6733.7	0.61	0.41	0.41	0.40	0.41	0.42	0.70	3.48	200.33	390.91	290.75	100.16	0.50
2	5578	305	5273	305	3721.6	0.67	0.45	0.45	0.44	0.45	0.46	0.69	3.47	110.60	215.14	159.84	55.30	0.50
3	8405	295	8110	295	5706.5	0.68	0.46	0.45	0.44	0.45	0.47	0.69	3.47	169.56	326.63	244.86	84.77	0.50
4	6768	355	6413	355	4524.5	0.67	0.44	0.45	0.44	0.44	0.45	0.69	3.47	98.39	191.51	142.32	49.19	0.50
5	5060	387	4673	387	3302.8	0.65	0.44	0.44	0.43	0.44	0.45	0.69	3.47	98.39	191.51	142.32	49.19	0.50
6	13830	0	13830	680	9881.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	287.56	558.48	414.71	142.76	0.50
7	9729	2389	7330	178	5370.9	0.55	0.38	0.37	0.37	0.37	0.39	0.70	3.50	159.94	313.38	233.31	80.07	0.50
8	4081	1293	2788	116	2080.9	0.51	0.35	0.35	0.34	0.35	0.36	0.70	3.52	62.05	121.96	90.91	31.04	0.50
9	6205	814	5391	149	3855.1	0.62	0.42	0.42	0.41	0.42	0.43	0.70	3.48	114.67	223.80	166.27	57.33	0.50
10	6171	647	5524	142	3931.5	0.64	0.43	0.43	0.42	0.43	0.44	0.70	3.49	72.83	142.25	105.84	36.41	0.50
11	4125	734	3391	130	2447.1	0.59	0.40	0.40	0.39	0.40	0.41	0.70	3.52	57.76	113.60	84.72	28.88	0.50
12.1	4440	1953	2487	156	1936.2	0.44	0.30	0.30	0.29	0.30	0.31	0.70	3.51	80.32	157.69	117.49	40.19	0.50
12	5139	1504	3635	151	2684.9	0.52	0.36	0.36	0.35	0.36	0.37	0.70	3.52	130.97	257.60	192.11	65.49	0.50
13	9986	4333	5653	164	4990.4	0.44	0.30	0.30	0.29	0.30	0.31	0.70	3.52	31.87	62.69	46.75	15.94	0.50
13.1	2212	800	1412	105	1068.4	0.48	0.33	0.33	0.32	0.33	0.34	0.69	3.45	72.77	141.34	104.95	36.38	0.50
14	3500	0	3500	982	2450.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	77.65	150.91	112.09	38.82	0.50
14.1	3820	101	3719	85	2613.4	0.68	0.47	0.46	0.46	0.46	0.47	0.69	3.46	77.65	150.91	112.09	38.82	0.50
15	5082	1107	3975	146	2893.2	0.57	0.39	0.38	0.38	0.38	0.40	0.70	3.50	86.12	188.54	125.41	43.13	0.50
16	3808	458	3350	458	2390.8	0.69	0.43	0.42	0.42	0.42	0.44	0.70	3.48	71.19	138.60	103.17	35.43	0.50
17	4730	0	4730	150	3311.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	98.35	191.00	141.84	49.17	0.50
18	5261	1679	3582	150	2675.3	0.51	0.35	0.35	0.34	0.35	0.36	0.70	3.52	75.77	156.82	116.90	39.91	0.50
19	5380	1057	4323	96	3131.8	0.58	0.40	0.39	0.39	0.39	0.41	0.70	3.49	93.18	182.23	135.55	46.68	0.50
20	4123	484	3645	80	2595.9	0.63	0.43	0.42	0.42	0.42	0.44	0.70	3.48	77.32	150.70	112.04	38.66	0.50
21	6167	812	5355	127	3823.7	0.62	0.42	0.42	0.41	0.42	0.43	0.70	3.48	113.91	222.13	165.17	56.95	0.50
22	7008	1784	5224	115	3855.2	0.55	0.37	0.37	0.36	0.37	0.38	0.70	3.50	114.23	223.88	166.70	57.18	0.50
23	7173	2235	4938	115	3680.1	0.51	0.35	0.35	0.34	0.35	0.36	0.70	3.52	109.72	215.60	160.70	54.90	0.50
24	5967	751	5216	120	3726.3	0.62	0.42	0.42	0.41	0.42	0.43	0.70	3.48	110.83	216.07	160.66	55.41	0.50
25	1778	198	1580	34	1125.8	0.63	0.43	0.43	0.42	0.43	0.44	0.70	3.48	33.48	65.24	48.50	16.74	0.50
26	7022	1792	5230	117	3840.2	0.55	0.37	0.37	0.36	0.37	0.38	0.70	3.50	114.38	224.18	166.95	57.26	0.50
27	5583	1743	3840	88	2862.3	0.51	0.35	0.35	0.34	0.35	0.36	0.70	3.52	86.34	167.70	125.00	42.70	0.50
28	3605	631	2974	75	2144.9	0.59	0.40	0.40	0.39	0.40	0.41	0.70	3.49	63.33	124.67	92.75	31.92	0.50
29	3238	0	3238	70	2265.6	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	110.76	130.76	97.10	33.66	0.50
30	5327	0	5327	130	3728.9	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	73.77	143.27	106.39	36.88	0.50
31	3548	0	3548	95	2483.6	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	63.42	123.16	91.46	31.71	0.50
32	3050	0	3050	95	2135.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	107.70	209.18	155.33	53.85	0.50
33	5180	0	5180	130	3625.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	77.09	151.16	112.59	38.57	0.50
34	4832	1327	3505	79	2866.2	0.54	0.36	0.36	0.35	0.36	0.38	0.70	3.52	68.27	134.24	100.09	34.16	0.50
35	4533	1473	3060	75	2289.3	0.51	0.34	0.34	0.33	0.34	0.35	0.70	3.51	68.44	134.43	101.18	34.25	0.50
36	4421	1331	3090	69	2296.1	0.52	0.35	0.35	0.34	0.35	0.36	0.70	3.52	59.36	116.76	87.07	29.69	0.50
37	4132	1504	2628	79	1990.0	0.48	0.33	0.33	0.32	0.33	0.34	0.70	3.46	91.17	177.07	131.49	45.58	0.50
38	4365	0	4365	115	2069.5	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	49.85	98.06	73.05	24.94	0.50
39	3285	1046	2239	64	1671.9	0.51	0.35	0.35	0.34	0.35	0.36	0.70	3.52	101.84	200.31	149.39	50.92	0.50
40	8442	4158	4283	124	3414.0	0.40	0.27	0.28	0.26	0.27	0.28	0.70	3.52					
41	3980	3980	0	SELF-TREATING														
42	3464	3464	0	SELF-TREATING														

FIGURE 4B - STORMWATER TREATMENT TABLE
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

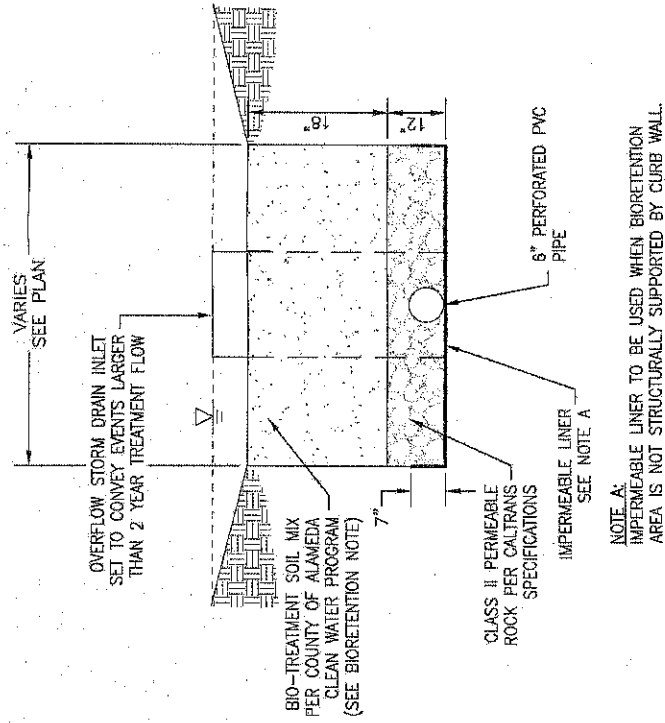




SECTION A-A
1" = 4'



SECTION C-C
1" = 4'



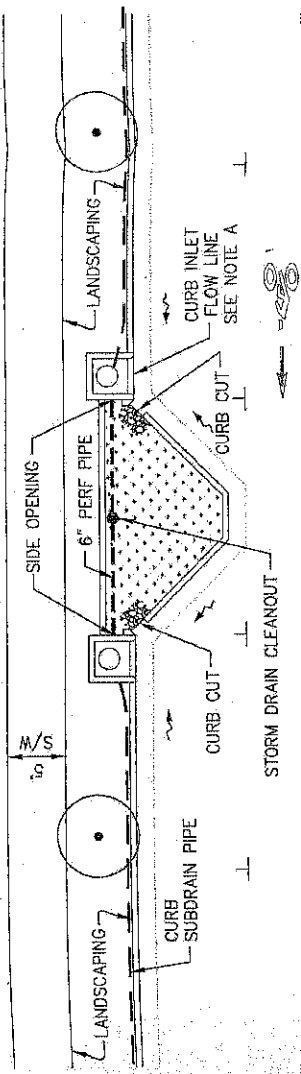
NOTE A:
IMPERMEABLE LINER TO BE USED WHEN BIORETENTION
AREA IS NOT STRUCTURALLY SUPPORTED BY CURB WALL.

BIORETENTION SECTION
NTS

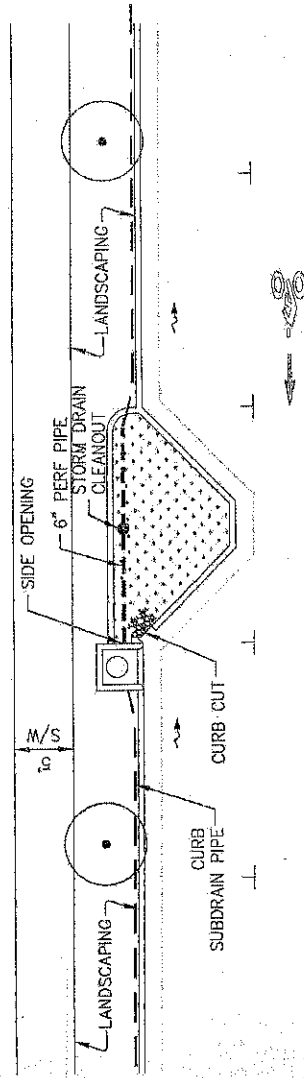
FIGURE 5B - MITCHELL AVE. TYPICAL BIORETENTION DETAIL
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

EXHIBIT D

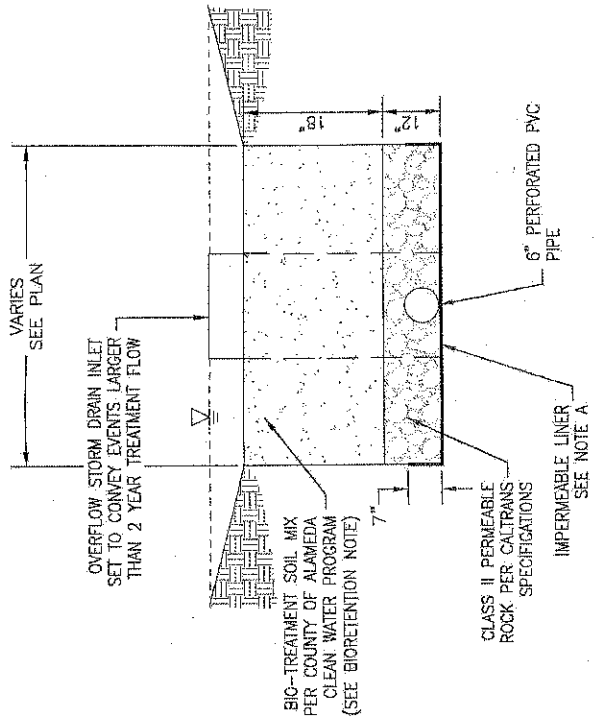
NOTE:
 ① UP FROM GUTTER FLOWLINE TO CURB INLET THROAT, LOW FLOWS DRAIN THROUGH CURB CUT INTO BIORETENTION. HIGH FLOW IN BIORETENTION POND AND DRAIN INTO SIDE OPENING. CURB INLET PROVIDES EMERGENCY DRAIN IN CURB CUTS ARE BLOCKED.



① PLAN VIEW
 1" = 10'



② PLAN VIEW
 1" = 10'



NOTE A:
 IMPERMEABLE LINER TO BE USED WHEN BIORETENTION AREA IS NOT STRUCTURALLY SUPPORTED BY CURB WALL

③ BIORETENTION SECTION
 NTS

FIGURE 5C - FIFTH STREET BULB OUT BIORETENTION DETAIL
 ALAMEDA LANDING
 CITY OF ALAMEDA



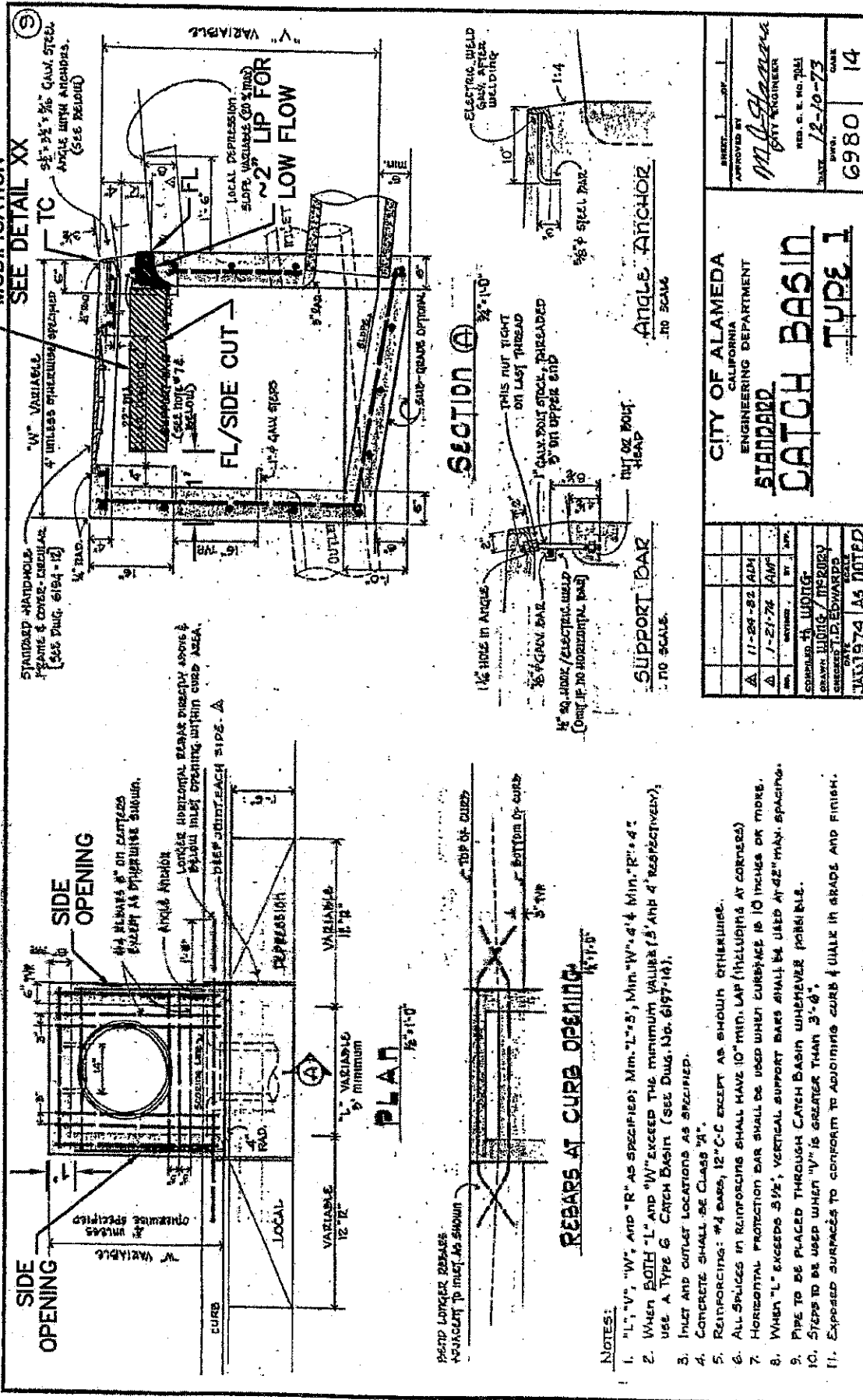


FIGURE 6 - BIORETENTION STORM DRAIN CURB INLET
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

Appendix A

Treadwell&Rollo

A LANGAN COMPANY

13 August 2012
Project 731584101

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
66 Franklin Street, Suite 200
Oakland, California 94607

Subject: Geotechnical Consultation
Alameda Landing Backbone Infrastructure
Alameda, California

Dear Mr. Kennedy:

This letter presents updated recommendations for the design and construction of the proposed backbone infrastructure (Backbone) improvements at the Alameda Landing Redevelopment project site. We understand that the Backbone improvements consist of extending Mitchell Avenue to the east, 5th Street to the north through the site, and re-constructing and widening Mariners Square Loop. The approximate locations of the proposed Backbone improvements are shown on Figure 1. We recently completed a geotechnical investigation of Mariners Square Loop, and presented the results of our investigation, conclusions and recommendations in our report titled *Geotechnical Evaluation Mariner Square Loop Improvements, Alameda Landing, Alameda, California*, dated 5 July 2012. In addition we have recently completed supplemental subsurface investigations for the planned retail center and residential developments. The approximate locations of the available borings and Cone Penetration Tests (CPTs) performed at the site are shown on Figure 2.

Preliminary recommendations were presented in a report prepared by Treadwell & Rollo Inc. titled *Preliminary Geotechnical Investigation Report Alameda Landing, Alameda California*, dated 21 June 2007. This letter presents updated recommendations for the Backbone improvements considering the results of the recently completed additional field and laboratory testing completed as part of the more recent geotechnical investigations at the site.

1.0 SUBSURFACE CONDITIONS

Available subsurface data indicate the site is blanketed by 4.5 to 23 feet of fill. The fill generally consists of loose to medium dense clayey sand and sand with varying amounts of gravel, and expansive very soft to soft clay and silt. The fill is underlain by about 15 to over 90 feet of weak, compressible Bay Mud. The upper several feet of Bay Mud is generally medium-stiff to stiff, presumably from past desiccation. Layers of loose to medium dense sand have been encountered within the Bay Mud deposit. The approximate thickness of the Bay Mud across the site is presented on Figure 2. The Bay Mud is underlain by Older Marine deposits generally consisting of medium dense to very dense sand with varying amounts of silt and clay, and stiff to very stiff clay interbedded with thin discontinuous silty sand layers to the maximum depth explored [156.0 feet below the existing ground surface (bgs), Elevation -153 feet].

The groundwater level was previously measured in the borings between 2.5 and 12.5 feet bgs, and pore pressure dissipation tests performed indicate that the phreatic surface at the time of the tests ranged from approximately 5 to 11.5 feet bgs. These depths correspond to elevations ranging from about 3.5 and -3.0 feet. Groundwater was encountered in the borings during our supplemental investigations at depths ranging from 4.5 to 4.75 feet bgs (Elevations 0.5 to -1.2 Feet). Groundwater levels are expected to fluctuate seasonally and with the tides in the nearby channel.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
13 August 2012
Page 2

2.0 CONCLUSIONS

The primary geotechnical issues that should be addressed during design are: 1) settlement behavior of new roadways and utilities as the Bay Mud consolidates under the weight of existing and new fill, 2) variable thickness of the Bay Mud, 3) seismic hazards, including the potential for liquefaction-induced settlement, 4) the presence of existing pile foundations, 5) variability and strength of the soil subgrade, and 6) the impact of Bay Mud at shallow depths below the ground surface on site grading and installation of foundations and utilities. Our updated conclusions and recommendations for design and construction of the proposed improvements are presented in the following sections.

2.1 Settlement Considerations

The results of our studies indicate that the primary consolidation of the Bay Mud layer due to the existing fill at the site is essentially complete. We estimate that the ground surface at the site left in its current condition over the next 50 years could settle from less than 1/2 inch where the Bay Mud layer is 30 feet thick to approximately four inches where the Bay Mud layer is 90 feet thick. This settlement is primarily due to the long term secondary compression of the Bay Mud.

Constructing new structures and/or placement of new fill at the site will begin a new cycle of consolidation of the Bay Mud and resulting ground surface settlement. The amount and rate of consolidation settlement depends upon: 1) the weight of any new fill and/or structural loads, 2) the thickness of the existing fill, 3) the thickness of the Bay Mud deposit (including the dredged Bay Mud fill), 4) the degree to which desiccation has overconsolidated the upper portion of the Bay Mud deposit, and 5) the presence of sand layers within the Bay Mud deposit. These factors vary significantly across the site making it difficult to generalize the amount of total and differential settlement expected beneath improvements. We have estimated settlements for certain conditions and the results are discussed in the following sections.

2.1.1 Settlement from New Fill

New fill placed at the project site will cause additional settlement due to compression of the existing fill above the Bay Mud and consolidation of the Bay Mud layer. Settlement of the existing fill should occur soon after placement of new fill and the magnitude of settlement is generally much less than the settlement due to consolidation of the Bay Mud. Therefore, for the purpose of this discussion, we have ignored the contribution of fill compression to the total settlement.

We have estimated consolidation settlements at the site considering various thicknesses of new fill and existing Bay Mud thicknesses. The results of our settlement analyses are shown in Figures 3 through 6. As shown in these figures the estimated rate and magnitude of settlement vary significantly. Differential settlements due to the new fill can be estimated by using the estimated settlements in Figures 3 through 6 and the Bay mud thicknesses shown on Figure 2.

Our analyses consider the generalized conditions beneath the site, however because of the complexity of the subsurface conditions, and because the data is from widely spaced borings and CPTs, the curves should be considered as approximate. The magnitude of the settlement estimates, however, provides a qualitative indication that significant ground settlement will have to be accommodated during design.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
13 August 2012
Page 3

2.1.2 Seismic Hazards

Strong shaking during an earthquake can result in ground failures such as those associated with soil liquefaction,¹ lateral spreading,² and cyclic densification.³ These hazards are discussed in the following paragraphs.

2.1.2.1 Cyclic Densification

Seismically-induced compaction or cyclic densification of non-saturated sand (sand above the groundwater table) caused by earthquake vibrations may result in ground surface settlement. The fill encountered above the groundwater table generally consists of mixtures of sand and clay and is relatively thin. We conclude the granular portion of the existing fill is sufficiently dense and is relatively thin, therefore, we conclude that the risk of cyclic densification is low and if it occurs its contribution to the overall seismically induced-settlement will be small.

2.1.2.2 Liquefaction-Induced Settlement

A report prepared by Tejima & Associates (1989) indicated that liquefaction occurred during the 1989 Loma Prieta Earthquake in localized portions of the Coast Guard Housing (CGH) complex to the west of the Alameda Redevelopment project. Liquefaction was also documented at the Alameda Naval Air Station (NAS). The evidence of liquefaction consisted of ground surface cracking and the formation of sand boils. Sand boils were observed in a landscaped area adjacent to an existing day care center and at the location of a backfilled boring near the day care center. Medium dense fine sand was encountered between depths of 7 and 10 feet in the boring where the sand boil was observed.

Our liquefaction analyses were performed in general accordance with the methodology presented in NCEER and Youd et al. (2001) using data obtained from our CPTs, and laboratory testing. We considered peak ground accelerations (PGA) of 0.36 times gravity (g^4) in our liquefaction analyses. This PGA corresponds to the 2010 CBC Design Earthquake (DE) for an S_E site classification. Based on the results of our subsurface explorations and laboratory testing programs, we identified layers of loose to medium dense sand with varying amounts of silt that may be susceptible to liquefaction during a strong seismic event.

-
- ¹ Liquefaction is a transformation of soil from a solid to a liquefied state during which saturated soil temporarily loses strength resulting from the buildup of excess pore water pressure, especially during earthquake-induced cyclic loading. Soil susceptible to liquefaction includes loose to medium dense sand and gravel, low-plasticity silt, and some low-plasticity clay deposits.
 - ² Lateral spreading is a phenomenon in which surficial soil displaces along a shear zone that has formed within an underlying liquefied layer. Upon reaching mobilization, the surficial blocks are transported downslope or in the direction of a free face by earthquake and gravitational forces.
 - ³ Cyclic densification is a phenomenon in which non-saturated, cohesionless soil is densified by earthquake vibrations, causing ground-surface settlement.
 - ⁴ g refers to the force of gravity. Gravity is equal to the acceleration of objects under its influence, which at the earth's surface is approximately 32.2 feet per second squared (ft/sec^2).

Mr. Bill Kennedy
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13 August 2012
Page 4

We used the method developed by Tokimatsu and Seed (1987) to estimate the amount of settlement that can occur based on the CPT results. We estimate liquefaction-induced settlements ranging from approximately 2/3-inch to 5-inches for DE level of ground shaking. In general, the majority of the potentially liquefiable layers are within the existing fill and Bay Mud, or just below the Bay Mud. Improvements and foundations bearing above these layers may lose support and settle. The liquefiable layers encountered below the Bay Mud appear to be relatively thin and discontinuous.

Hazards associated with liquefaction of soil layers relatively close to the ground surface include formation of sand boils, lurch cracking, and loss of bearing capacity for shallow foundations. The potential for these phenomena to occur depends on the thickness of the liquefiable soil layer relative to the thickness of the overlying non-liquefiable material. Ishihara (1985) developed an empirical relation that provides approximate boundaries for liquefaction-induced surface damage for soil profiles consisting of a liquefiable layer overlain by a liquefaction resistant, or protective, surface layer. Using the Ishihara method, we conclude the potential exists for liquefaction-induced ground surface damage to occur at the site when the peak ground acceleration during an earthquake exceeds 0.3g.

2.2 Subgrade Soil Characteristics

Previous Soil Resistance Tests (R-value) have been performed on numerous samples of the existing fill on and adjacent to the site. In tests were performed on samples of the existing fill materials collected within five feet of the existing ground surface. The R-values of the existing fill material tested range from 14 to 71. The higher R-values were obtained from samples of sandy soil near the existing Webster Tube and are not considered representative of the general near surface soil conditions at the site.

2.3 Construction Considerations

Excavation for utilities may be difficult because of the presence of granular fill, weak Bay Mud, and a high groundwater table. We judge excavation cuts will generally not stand vertically. Gently sloping, open cuts and/or shoring will be required. Because of the high groundwater table, dewatering may be required to facilitate utility installation.

In general, the material excavated from utility trenches will be wet and will require considerable drying before it can be reused as compacted fill. Aeration and discing will likely be necessary to dry the material. Trench spoils other than Bay Mud should be spread out on other parts of the site to allow them to dry. From past experience, we conclude it is generally impractical to reuse Bay Mud as trench backfill because of the significant effort required to reduce its moisture content so that compaction can be achieved. Therefore, we recommend that excavated Bay Mud be removed from the site or processed (dried) for use as fill in landscape areas. Moisture conditioned existing granular fill (not Bay Mud) or imported granular material should be used to backfill utility trenches.

Grading in areas where poorly compacted fill or Bay Mud is within a few feet of the existing ground surface is expected to be difficult. Based on our experience; repeated construction traffic on thin fill overlying soft clay generally results in excessive deflections ("pumping") and rutting of the ground surface. Recommended measures for mitigating poor quality subgrade materials, and/or wet weather construction are provided in subsequent sections of this letter.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
13 August 2012
Page 5

3.0 RECOMMENDATIONS

3.1 Subgrade Preparation and Fill Placement

Prior to grading, demolition of the former improvements on the site, particularly underground utilities will be required. Former improvements such as pavements, underground utilities, old foundations, or other obstructions should be removed when encountered. An exception are existing pile foundations, which may be cut off at least five feet below: 1) finished grade (top of pavements, or slabs of grade); or 2) the bottom of excavations for new utilities, whichever is deeper. If an excavation extends below the groundwater during demolition activities, the portion of the resulting excavation below the groundwater level should be filled with $\frac{3}{4}$ -inch crushed rock. If fine grained soil (clay or Bay Mud) is exposed at the base of the excavation, it may be necessary to place a geotextile fabric (Mirafi 500X or equivalent) over the base of the excavation prior to placement of the rock to prevent the rock from being pushed into the fine grained soil. Once a firm base is established above the groundwater level, compacted fill can be placed on the crushed rock. A layer of filter fabric, such as Mirafi 140N, should be placed between the crushed rock and compacted fill to reduce the potential fines infiltrating into the voids between the crushed rock particles. If sandy soil is encountered below the groundwater table it may be necessary to wrap the crushed rock in the filter fabric to prevent "piping" of the sandy soil into the voids in the rock, which could result in ground surface settlement.

Where existing utilities underlie areas to receive new improvements, they should be removed or abandoned in-place by filling them with grout. The procedure for in-place abandonment of utilities should be evaluated on a case-by-case basis, and will depend on the locations of existing utilities in relation to the proposed improvements. However, in general, we recommend that existing utilities within four feet of final grades be removed and the resulting excavations properly backfilled. Concrete and asphalt generated by demolition of the existing improvements may be reused as engineered fill provided they are broken into pieces smaller than four inches in maximum diameter with no more than 50 percent of the particles (by dry weight) being larger than two inches and are acceptable from an environmental standpoint. These materials should be mixed with sufficient fine-grained material to minimize the presence of voids.

Areas to receive fill should be stripped of vegetation and organic topsoil. The stripped soil may be stockpiled for later use as fill in landscaped areas; organic topsoil should not be used as compacted fill. The subgrade exposed at the bottoms of the proposed building pad excavations, as well as other portions of the site that will receive new fill or site improvements, should be scarified to a depth of at least eight inches, moisture-conditioned to above optimum moisture content, and compacted to at least 90 percent relative compaction⁵. For pavement areas the upper six inches of the pavement subgrade should be compacted to at least 95 percent relative compaction.

If areas of weak soil are encountered during subgrade preparation and/or grading is performed during wet weather, we recommend these areas be repaired/protected using one of the subgrade repair options presented in Section 3.2 of this report.

⁵ Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material, as determined by the ASTM D1557-07 laboratory compaction procedure.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
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In general excavated materials, with the exception of Bay Mud, can generally be reused as fill at the site. Any imported fill placed during grading should meet the following criteria:

- be non-hazardous
- be free of organic matter
- contain no rocks or lumps larger than three inches in greatest dimension
- have a low expansion potential (defined by a liquid limit of less than 40 and Plasticity Index lower than 12)
- be non-corrosive
- be approved by the geotechnical engineer.

All fill should be moisture-conditioned to above optimum moisture content, placed in horizontal lifts not exceeding eight inches in loose thickness, and compacted to at least 90 percent relative compaction, except fill placed within proposed pavement areas. In these areas the upper six inches of the soil subgrade and all aggregate base materials should be compacted to at least 95 percent relative compaction. Where used, sand containing less than 10 percent fines (particles passing the No. 200 sieve) should also be compacted to at least 95 percent relative compaction.

Samples of proposed import fill materials should be submitted to the geotechnical engineer for approval at least three business days prior to use at the site. The grading subcontractor should also provide analytical test results or other suitable environmental documentation to the project environmental engineer for approval prior to importing fill to the site.

3.2 Wet Weather Grading and Subgrade Stabilization

This section presents alternatives to mitigate wet and/or weak subgrade soil, or for grading during wet weather. They are:

- 1) Scarify and aerate the upper 12 to 24 inches of soil to reduce its moisture content so that it can be compacted to meet the compaction requirements. For this alternative, several weeks of dry, warm weather may be required, and up to 12 inches of soil may need to be removed to allow deeper aeration and then placed back and compacted.
- 2) Mix and compact the upper 12 to 18 inches of the weak soil with lime or high alkali cement whichever is most appropriate for the soil encountered. Typically a minimum of 5 percent (by dry weight) of lime or cement is required to stabilize weak soil. It should be noted that lime- or cement-admixtures will raise the pH of the soil, which could adversely impact plants; therefore, we recommend that the landscape architect be consulted prior to the selection of this subgrade repair alternative.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
13 August 2012
Page 7

- 3) Over excavate the upper 12 to 18 inches of the weak soil, and backfill with a lean concrete backfill.
- 4) Over excavate the upper 12 to 24 inches of the weak soil, place a geotextile (Mirafi 500X or equivalent) over the sides and bottoms of the over-excavated areas, and place and compact granular fill, such as 1/2- to 3/4-inch crushed rock or Class 2 aggregate base, over the geotextile fabric.

We recommend a non-vibratory roller be used to compact weak and/or wet subgrade soil. The most appropriate alternative will depend on the time of year that site grading commences and how much time is available to allow for drying of the soil as well as the size of the area to be treated.

3.3 Underground Utilities

We anticipate that excavations for utility trenches can be readily made with a backhoe; however, debris may be encountered in the fill. All trenches should conform to the current CAL-OSHA requirements.

The thickness and type of bedding material required for utility conduits will depend on the soil conditions at the utility trench bottom. As a minimum, bedding should have a thickness of at least D/4 (with D equal to the outside pipe diameter) below the bottom of the pipe, and a minimum thickness of four inches. Clean sand, rod mill, or pea gravel bedding material are acceptable for use as bedding materials in shallow trenches above the groundwater level.

In general, soil backfill for utility trenches should be compacted according to the recommendations presented in Section 3.1 except for the upper three feet of utility trench backfill (measured below the top of pavement) should be compacted to at least 95 percent relative compaction per City of Alameda requirements. Jetting and flooding of trench backfill should not be allowed. Special care should be taken when backfilling utility trenches in pavement areas. Poor compaction may cause excessive settlements, resulting in damage to the pavement section.

3.4 Concrete Flatwork

In areas to receive sidewalks or other flatwork, the subgrade should be scarified to a depth of at least 12 inches, moisture-conditioned to above optimum moisture content, and compacted to at least 90 percent relative compaction. Exterior concrete flatwork should be underlain by at least four inches of Class 2 aggregate base compacted to at least 90 percent relative compaction.

3.5 Flexible Pavement Design

The State of California flexible pavement design method was used to develop a pavement section for the roadway widening, where new pavement is planned. The near-surface fill generally consists of sand with varying amounts of silt, clay, and gravel, and sandy clay with varying amounts of silt and gravel. We used a resistance value of 14 for design which is the minimum R-value of the soil samples tested previous investigations. Our updated recommendations for new flexible pavements are presented in Table 1.

Mr. Bill Kennedy
 Catellus Alameda Landing Development, LLC
 13 August 2012
 Page 8

TABLE 1
Recommended New Flexible Pavement Sections
for Subgrade R-Value of 14

Design TI	Asphalt Concrete (inches)	Class II Aggregate Base (R=78) (inches)	Total Thickness (inches)
7	11.0 (deep lift)	0	11.0
	4.0	14.0	18.0
8	11.5 (deep lift)	0	11.5
	5.0	15.0	20.0
9	13.5 (deep lift)	0	13.5
	5.5	18.0	23.5
10	14.5 (deep lift)	0	14.5
	6.5	19.5	26.0

All pavement materials (asphalt concrete, aggregate base, etc.) should conform to the current State of California (Caltrans) Standard Specifications.

3.6 Drainage and Landscaping

Positive surface drainage should be provided direct surface water away from foundations, and/or towards appropriate collection and disposal facilities. To reduce the potential for water ponding we recommend the ground surface be designed to slope with a surface gradient of at least two percent in unpaved (landscape, unimproved, etc.) areas and one percent in paved (sidewalks, roadways etc.) areas. These preliminary gradients should be checked once final grading plans and anticipated cut/fill thicknesses are known.

To reduce the potential for irrigation water infiltrating below concrete flatwork (sidewalks and patios) or entering the pavement sections (flexible and/or rigid), vertical curbs adjacent to landscaped areas should extend at least six inches below the bottom of the baserock. Where heavily watered areas (lawns and/or unlined storm water retention facilities, etc.) are located adjacent to paved areas, it may also be necessary to install a subdrain behind the curb or within the pavement to intercept excess water.

Drainage below pavements, exterior concrete, or around or below catch basins to collect subsurface or perched groundwater are not anticipated. If catch basins are to be located below the groundwater additional weight may be required to resist hydrostatic uplift pressures.

Mr. Bill Kennedy
Catellus Alameda Landing Development, LLC
13 August 2012
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4.0 LIMITATIONS

The conclusions and recommendations presented in this report apply to the site and construction conditions as we have described them, and are the result of engineering studies and our interpretations of the existing geotechnical conditions. Actual subsurface conditions may vary. Should conditions substantially differ from those anticipated, some modifications to our conclusions and recommendations may be necessary.

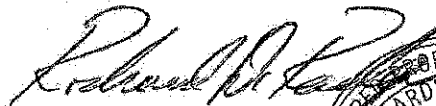
We trust that this letter provides the information you require at this time. If you have any questions, please call.

Sincerely yours,
TREADWELL & ROLLO, A LANGAN COMPANY



Haze M. Rodgers, GE
Senior Project Engineer

731584101.13_HMR_Geotechnical Consultation



Richard D. Rodgers, GE
Senior Principal

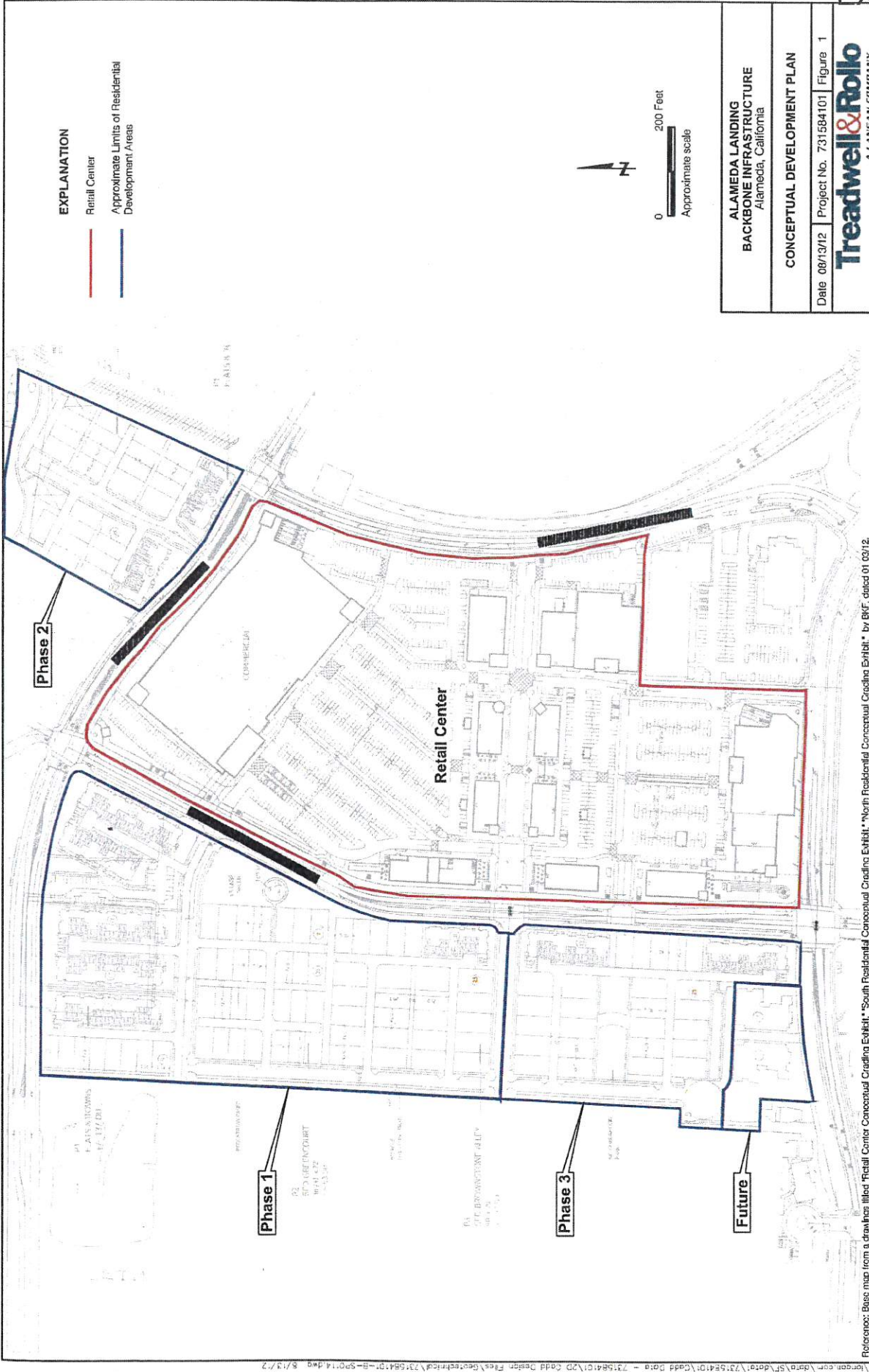


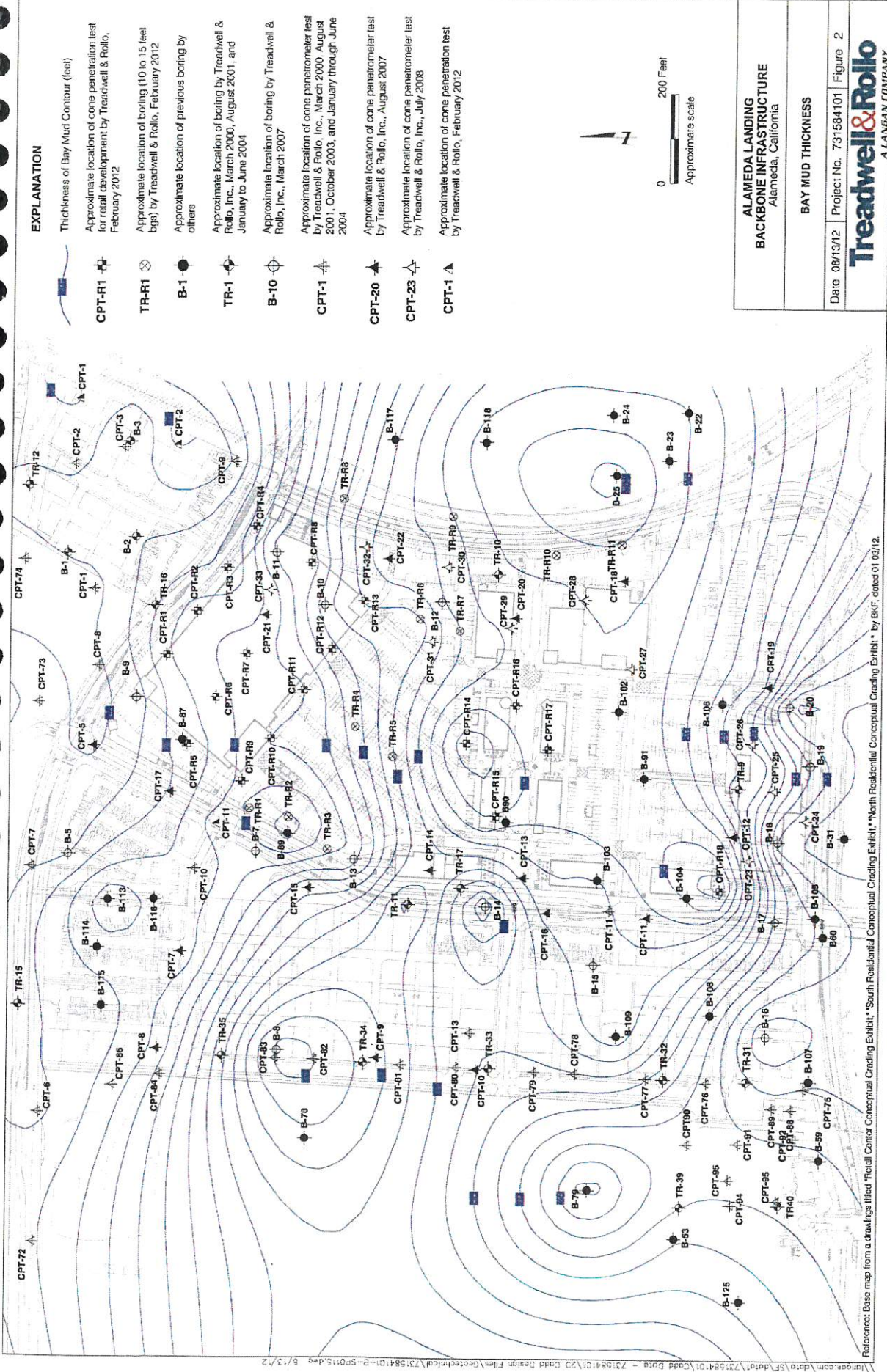
Attachments: Figure 1 – Conceptual Development Plan
Figure 2 – Bay Mud Thickness
Figure 3 – Estimated Consolidation Settlement vs. Time 1 foot New Fill
Figure 4 – Estimated Consolidation Settlement vs. Time 2 feet New Fill
Figure 5 – Estimated Consolidation Settlement vs. Time 3 feet New Fill
Figure 6 – Estimated Consolidation Settlement vs. Time 4 feet New Fill

EXHIBIT D

Treadwell & Rollo
A LANGAN COMPANY

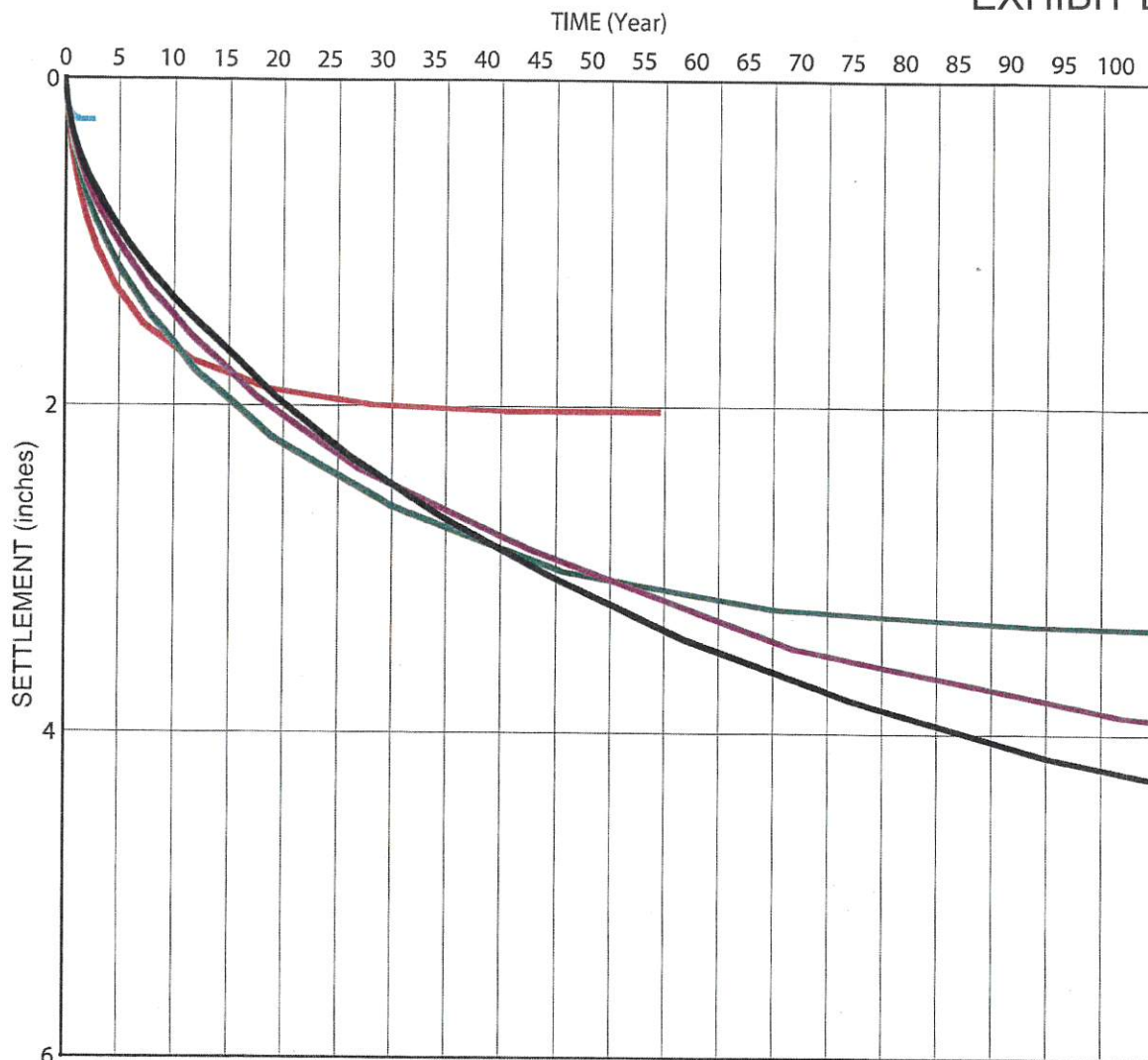
FIGURES





Reference: Base map from a drawings titled "Retail Center Conceptual Grading Exhibit" "South Residential Conceptual Grading Exhibit" "North Residential Conceptual Grading Exhibit" by BKT, dated 01/03/12.

EXHIBIT D



- 20 feet of Bay Mud
- 40 feet of Bay Mud
- 60 feet of Bay Mud
- 80 feet of Bay Mud
- 100 feet of Bay Mud

- Notes:
1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.
 2. Settlement curves are based on a groundwater level three feet below existing grade.
 3. Settlement curves based on average Bay Mud properties at the site. Actual settlement will likely vary from those predicted using the above curves.

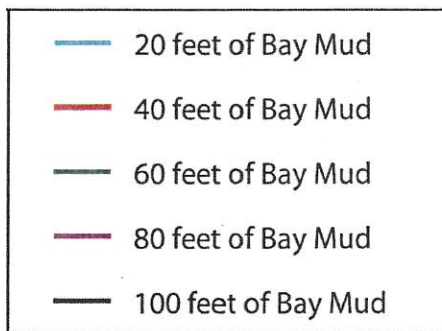
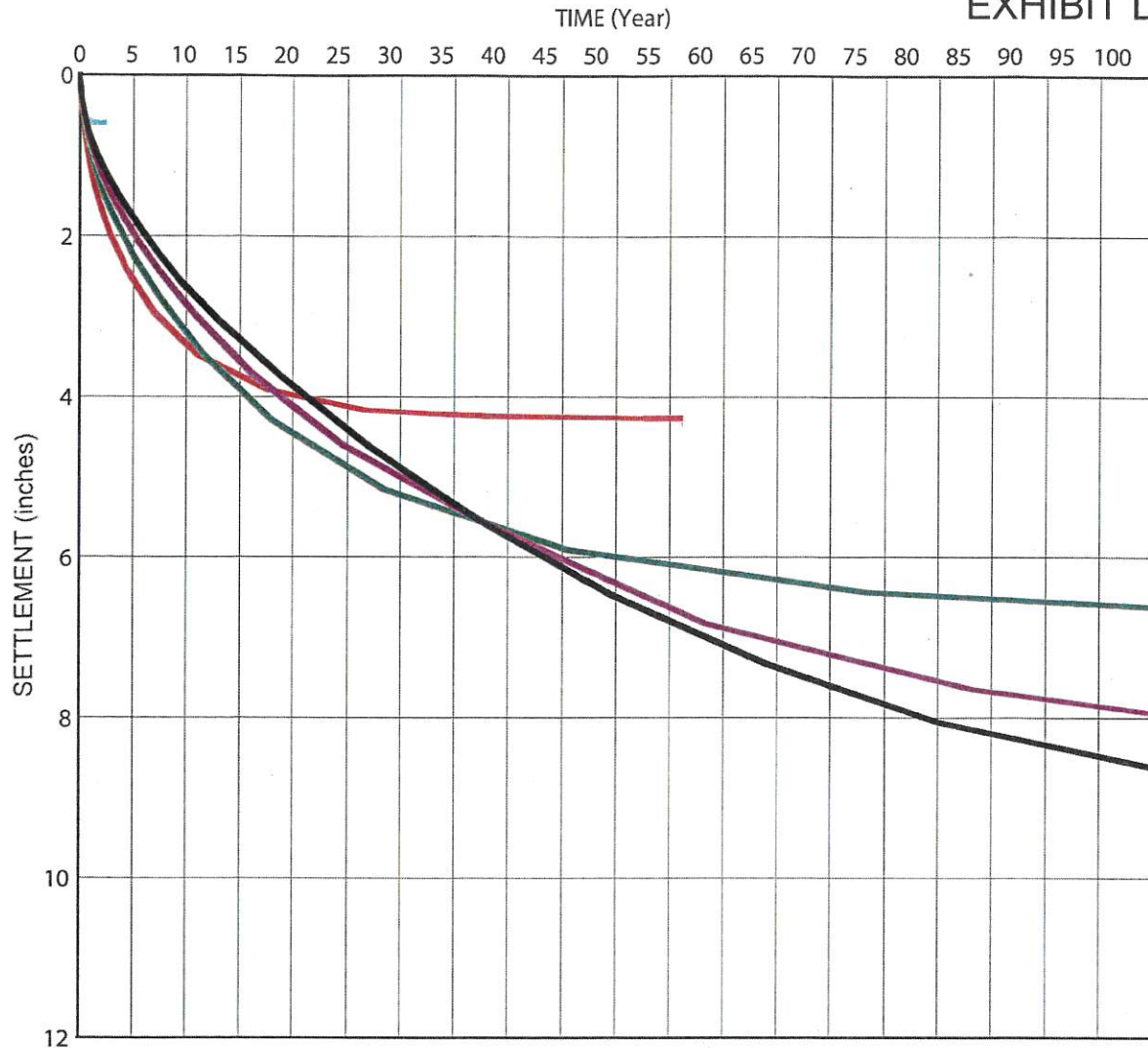
**ALAMEDA LANDING
BACKBONE INFRASTRUCTURE**
Alameda, California

Treadwell&Rollo
A LANGAN COMPANY

**ESTIMATED CONSOLIDATION
SETTLEMENT vs. TIME
1 FOOT NEW FILL**

Date 08/13/12 Project No. 731584101 Figure 3

EXHIBIT D



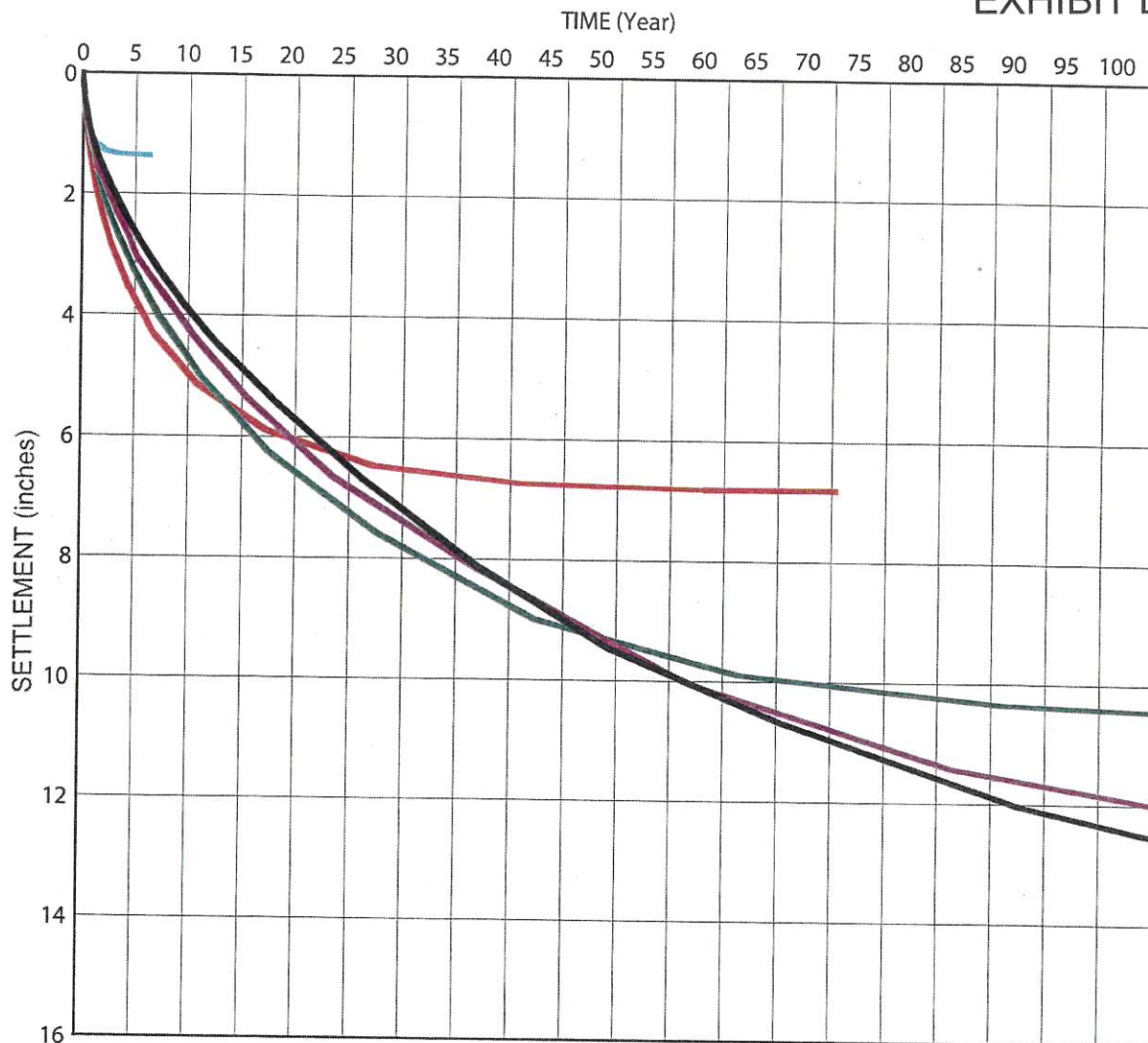
- Notes:
1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.
 2. Settlement curves are based on a groundwater level three feet below existing grade.
 3. Settlement curves based on average Bay Mud properties at the site. Actual settlement will likely vary from those predicted using the above curves.

ALAMEDA LANDING
BACKBONE INFRASTRUCTURE
Alameda, California

Treadwell&Rollo
A LANGAN COMPANY

ESTIMATED CONSOLIDATION SETTLEMENT vs. TIME 2 FEET NEW FILL

Date 08/13/12	Project No. 731584101	Figure 4
---------------	-----------------------	----------



- 20 feet of Bay Mud
- 40 feet of Bay Mud
- 60 feet of Bay Mud
- 80 feet of Bay Mud
- 100 feet of Bay Mud

Notes: 1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.

2. Settlement curves are based on a groundwater level three feet below existing grade.

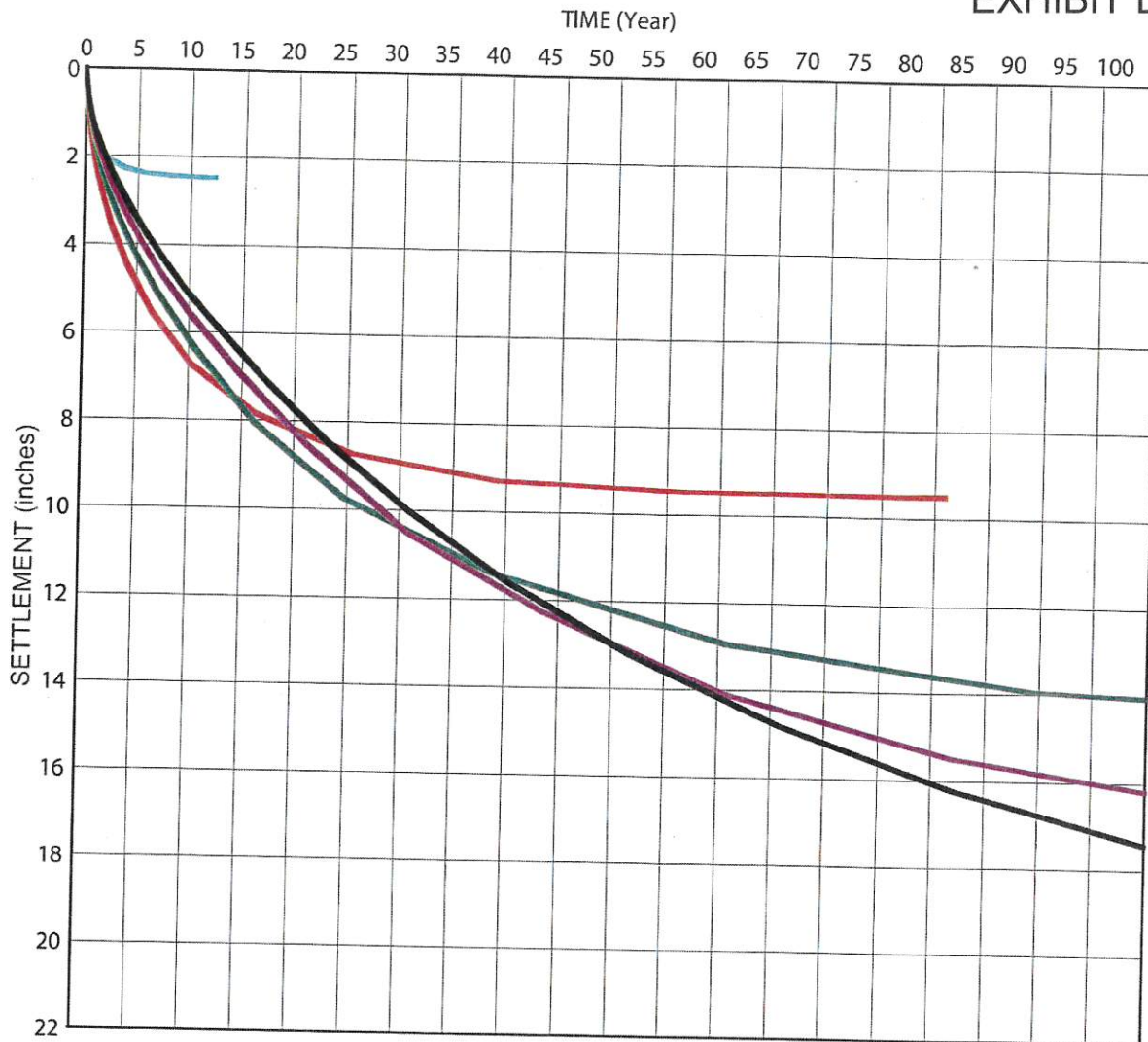
3. Settlement curves based on average Bay Mud properties at the site. Actual settlement will likely vary from those predicted using the above curves.

**ALAMEDA LANDING
BACKBONE INFRASTRUCTURE**
Alameda, California

Treadwell & Rollo
A LANGAN COMPANY

**ESTIMATED CONSOLIDATION
SETTLEMENT vs. TIME
3 FEET NEW FILL**

Date 08/13/12 | Project No. 731584101 | Figure 5



- 20 feet of Bay Mud
- 40 feet of Bay Mud
- 60 feet of Bay Mud
- 80 feet of Bay Mud
- 100 feet of Bay Mud

Notes: 1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.

2. Settlement curves are based on a groundwater level three feet below existing grade.

3. Settlement curves based on average Bay Mud properties at the site. Actual settlement will likely vary from those predicted using the above curves.

ALAMEDA LANDING
BACKBONE INFRASTRUCTURE
Alameda, California

Treadwell & Rollo
A LANGAN COMPANY

**ESTIMATED CONSOLIDATION
SETTLEMENT vs. TIME
4 FEET NEW FILL**

Date 08/13/12 | Project No. 731584101 | Figure 6

EXHIBIT D

Appendix B

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the The City of Alameda, California**

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: _____

Property Owner: _____

II. Contact Information:

Name of person to contact regarding this report: _____

Phone number of contact person: _____ Email: _____

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
41	Bioretention Area	Roadside

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
☐ other location on-site as described in and allowed by the maintenance plan
☐ other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

EXHIBIT D

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

Appendix C

Bioretention Area Maintenance Plan for Alameda Landing Backbone Infrastructure

August 2012

Project Address and Cross Streets_____

Assessor's Parcel No.: _____

Property Owner: _____ Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: _____

The property contains 46 bioretention areas, located as shown in the attached site plan¹.

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Quarterly with 1 inspection occurring prior to rainy season, or as needed after major storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Annually during rainy season, or as needed after major storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Quarterly, or as needed after major storm events
4	Remove and replace all dead and diseased vegetation.	Annually prior rainy season
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Annually prior rainy season
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Annually prior rainy season
7	Inspect bioretention area using the attached inspection checklist.	Quarterly with 1 inspection occurring prior to rainy season, or as needed after major storm events

II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

EXHIBIT D

Bioretention Area Maintenance Plan

Property Address: _____

Date of Inspection: _____

Treatment Measure No.: _____

5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Alameda County Mosquito Abatement District (ACMAD), as needed for assistance. In Albany, contact the Alameda County Vector Control Services District (ACVCSD). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the ACMAD or ACVCSD, and then only by a licensed professional or contractor. Contact information for ACMAD and ACVCSD is provided below.

III. Vector Control Contacts

Alameda County Mosquito Abatement District
23187 Connecticut St.
Hayward, CA 94545
Phone: (510) 783-7747

Alameda County Vector Control Services District
1131 Harbor Bay Parkway, Ste. 166
Alameda, CA 94502
Phone: (510) 567-6800

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections annually or quarterly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area Inspection and Maintenance Checklist

Property Address: _____

Property Owner: Alameda County (City)

Treatment Measure No.: _____

Date of Inspection: _____

 Type of Inspection: ☐ Quarterly ☐ Pre-Wet Season
☐ After heavy runoff ☐ End of Wet Season
☐ Other: _____ ☐ Annually

Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

EXHIBIT E

LANDSCAPE WEEKLY REPORT SAMPLE

EXHIBIT E

LOCATION	LITTER	WEED	TRIM	MOW	CLEANUP	COMMENTS
ONCE A WEEK AREAS						
Ballena Blvd.						
City Hall 1-9-17	✓	✓		✓	✓	Se espesaron hierbas
Constitution Way						
Encinal Ave.						
Encinal at High St/Fountain						
Fernside Ave at Lincoln School 1-9-17/1-14-17	✓	✓				Se cortaron hierbas en los planteros
Ferry Terminal 1-13-17	✓	✓		✓	✓	Se cortaron hierbas en la entrada
Marina Cove 1-13-17	✓	✓		✓		Se quitaron hierbas
Mastick Senior Center 1-11-17	✓	✓		✓		Se espesaron hierbas
Oak St. Mini Park						
Alameda Police Station 1-9-17	✓	✓			✓	
Palmera Ct.						
Thompson Ave.						
Veterans Memorial Building 1-13-17	✓	✓	✓	✓	✓	Se espesaron hierbas, se recogió colchón, se puso ivy.
Westline Dr.						
Park St. - Lincoln to San Jose 1-14-17	✓	✓				Se lavó en shopping cart
Webster St. - Central to Tube 1-14-17	✓	✓				Se espesaron hierbas al norte de Atlantic Ave.
Stargell Ave. - Webster to 5th						
Atlantic Ave. - Const. to Webster						
Bayport						
Bike Path Area N/S Bay Farm						
Buena Vista at Everett St.						
Caroline St. - South End						
Central Garage - 2400 Grand St.						
Doolittle Dr. - Island to Harbour Bay						
Eagle Ave. and Tilden Way						
Grand St. at Lagoon						
High St. at Fernside Blvd.						
Library - Santa Clara and Oak 1-9-17	✓	✓				Se espesaron hierbas
Lincoln Ave. - Sherman and St. Charles						
Maintenance Service Center						

Alameda Free Library 1-9-17 = Se soplo, se juntó basura, se arrancaron y se espesaron hierbas.

EXHIBIT E

[illegible]

EXHIBIT E

MAINTENANCE REPORT

[illegible]

EXHIBIT F

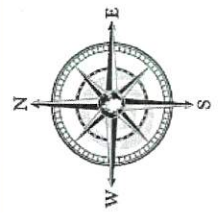
SITE MAP



The City of Alameda does not guarantee the information contained in this map to be an accurate representation of actual existing conditions.



City of Alameda Web Map



4/4/2017

EXHIBIT G

FERNSIDE BOULEVARD LOCATIONS

[5937-Alameda Recreation Uses Feasibility Study]

Recommendations:

The feasibility study outlines three recommendations per pathway. In each recommendation, the study team lists up to three improvement options based on the evaluation criteria above. Note that the term kayak launch is used throughout the report and refers to a launch for all personal watercraft such as a kayak, canoe, standup paddleboard or other vessels.

