

REQUEST FOR BID

LANDSCAPE MAINTENANCE OF MEDIAN STRIPS AND SPECIAL AREAS; MARINA VILLAGE LANDSCAPE AND LIGHTING DISTRICT AREAS; AND PARKS

P.W. 06-19-28

CITY OF ALAMEDA

November 18, 2019

Prebid Meeting: No Prebid Meeting for this Project

Bid Opening Date: Monday, December 9, 2019

Time: 2:01 p.m.

Location: City Hall West
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501

Service Start Date: January 27, 2020

Contact:

Jesse Barajas, Project Manager and Maria Sanchez, Executive Assistant
City of Alameda

Public Works Department

950 W. Mall Square #110

Alameda, CA 94501

Phone: (510) 747-7900

Email: jbarajas@alamedaca.gov and msanchez@alamedaca.gov

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Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Service Provider Agreement
- Exhibit D – Certified Payroll and Prevailing Wages Forms
- Exhibit E – Emergency Form
- Exhibit F – Stormwater Management Plan
- Exhibit G - Integrated Pest Management Policy
- Exhibit H – For Base Bid, Landscape Weekly Report Sample
- Exhibit I – For Base Bid, Site Map
- Exhibit J – For Base Bid, 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, special areas, lighting district areas, and eight passive city parks 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, special areas, lighting district areas, and eight passive city parks 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, special areas, lighting district areas, and parks at various locations in Alameda as identified in Exhibit A (Scope of Work).

II. SCOPE OF SERVICES

This project consists of a base bid and two add alternates. The specific scope of services for each is described in detail in Exhibit A and lists 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.

Questions related to this project must be submitted in written format and **must be emailed to both** Jesse Barajas, Project Manager **AND** Maria Sanchez, Executive Assistant at: jbarajas@alamedaca.gov and msanchez@alamedaca.gov. Questions will be reviewed and response issued via Addenda or email in a timely manner. **The last date to submit written questions is 2 p.m. on Monday, December 2, 2019.** Questions received after this date and time will not receive a response.

The work to be done consists of providing landscape maintenance of median strips and special areas, lighting district areas, and eight passive parks 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.

Provider will attend weekly maintenance meetings with the Public Works Project Manager to discuss deliverables and challenges regarding landscape specifications, irrigation, pest control, and schedules.

Provider will submit weekly report submittals or as specified, including GPS reports and deliverables.

Provider will provide updated work schedule during “rainy day” work as specific with the agreement.

Equipment will meet all NPDES and CARB emissions mandates and be 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.

The monthly invoice will list the services performed for the base bid and each add alternate separately showing monthly sub totals and then the grand total for the specific month. Format of billing for services will coincide with the bid items.

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.

III. BID FORMAT

All Bids shall include the following minimum information:

A. Proposed Project Schedule.

The project is anticipated to begin January 1, 2020 and end on December 31, 2020. Once awarded, 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 at the same terms 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. 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.

The bidder shall agree to furnish the signed contract (see Exhibit C), complete with insurance requirements to the City of Alameda Public Works Department, 950 W. Mall Square #110, Alameda, CA 94501 by December 16, 2019, by 3:00 p.m.

IV. SELECTION PROCESS

A. Qualifications.

All Bids received by the due date will be evaluated by the City and the lowest responsive, responsible bidder will be selected per Administrative Order No. 5. Only information which is received in response to the Request for Bid 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:	Monday, November 18, 2019
Bid Due Date:	Monday, December 9, 2019
Review by City:	Monday, December 9, 2019
Contract Out for Signature:	Tuesday, December 10, 2019
Contract & Insurance Received:	Monday, December 16, 2019
City Council Award:	Tuesday, January 21, 2020
Work starts:	Monday, January 27, 2020

V. BID DUE DATE AND DELIVERY

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

2:00 p.m. on Monday, December 9, 2019

to the address below. All copies received by that time will be date and time stamped. Any Bidder's Proposal received after 2:00 p.m. on this date will not be accepted. Service Provider Bidder's Proposal 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 Bidder'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 Bid Proposals submitted in response to this request or any addenda thereto.

Any changes to the Request for Bid 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 they have all the paperwork to complete the bid. Do not rely upon third party providers of the original Request for Bid 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 Request for Bid. 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 and Special District / Parks 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. General Maintenance and Clean Up

1. 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.

2. 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.

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

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

5. 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.

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

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

9. Irrigation Repairs

1. 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.

2. 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.

3. 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.

10. 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 alleged 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 worker 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' 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 Request for Bid, 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. However, the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. 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.
2. **A State of California Landscaping Contractor License.**

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 basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. **The contract may be awarded with Base Bid only or Base Bid with any combination of Add Alternates at the discretion of the City, or depending on available funding.**

The City reserves the right to reject any, any portion, or all bids.

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 Service Provider Agreement
- Exhibit D – Certified Payroll and Prevailing Wages Forms
- Exhibit E – Emergency Form
- Exhibit F – Stormwater Management Plan
- Exhibit G - Integrated Pest Management Policy
- Exhibit H – For Base Bid, Landscape Weekly Report Sample
- Exhibit I – For Base Bid, Site Map
- Exhibit J – For Base Bid, Fernside Boulevard locations

EXHIBIT A

Work Schedules -Applicable to Base Bid and Add Alternates

Scope of Work for Base Bid
Landscape Maintenance of Median Strips and Special Areas

Scope of Work for Add Alternate No. 1
Marina Village Landscape & Lighting District Landscape Maintenance

Scope of Work for Add Alternate No. 2
Alameda Recreation and Park Department, Passive Parks

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 y 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.

SCOPE OF WORK FOR BASE BID

LANDSCAPE MAINTENANCE OF MEDIAN STRIPS AND SPECIAL AREAS

A. 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.

B. **Turf Care** - The Service Provider shall maintain all turf areas by performing the following operations and other work incidental thereto.

1. **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.

2. **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.

3. **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.

C. Irrigation

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

2. 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.

3. 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.

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

5. 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).

6. 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.

7. 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.

8. 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.

D. 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.

E. 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.

1. 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.

2. 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.

3. 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.

4. 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.

F. Provider shall maintain the upkeep and watering of Parkway trees adjacent to the site maintained, including tree skirting for pedestrian access.

G. Provider shall abate Graffiti 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.

H. Provider shall spread mulch on all sites to reduce pesticide use and conforming to NPDES standards for new IPM metrics.

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

SCOPE OF WORK FOR ADD ALTERNATE NO. 1

MARINA VILLAGE LANDSCAPE & LIGHTING DISTRICT LANDSCAPE MAINTENANCE

A. **WORK TO BE DONE.** The work to be done consists of furnishing all licensing, all labor, equipment transportation, materials, monthly reports and supervision necessary to provide complete and continuous management and maintenance of all turf, ground covers, trees, shrubs within the Public Right of Way (streets and medians) and public park land within the SteelWave Marina Village Business Park, and all other work connected thereto as specified below. All work shall be performed in accordance with the attached tentative frequency of operations schedule.

The Contractor shall provide a detailed Landscape Maintenance Schedule and approved SWPPP and project schedule for review at the time of the preconstruction meeting. Contractor shall not commence work in the field until the PW Coordinator or assigned designee has approved the final or tentative Landscape Maintenance Schedule and SWPPP and project schedule.

B. **AREA OF WORK.** The area of work consists of maintaining all landscaped areas within publicly owned land and within the public right-of-way of the following streets:

Marina Village Parkway – east of Webster St. to Constitution

Challenger Drive

Independence Drive

Triumph Drive – east side of Independence to Atlantic

Atlantic Ave – Railroad Track at Sherman to Constitution

Alameda Park - From lagoon edge to the Estuary shoreline and extending from the Yacht Club parking to the Harbor Master Offices. Park area includes smaller park/landscaped area behind 1080 Marina Village Parkway.

Area of work includes landscaping areas in the waterfront public areas and shoreline path as delineated by the header boards adjacent to the buildings. Private landscaping for the buildings is not included in this scope. Public landscape area does include the landscaping in the tidal band (e.g. shoreline ice plant).

1. Maintain the turf area between curb and sidewalk along both sides
2. Maintain the shrubs, ground cover and trees within all medians.
3. Maintain landscaping surrounding 3 Utility Easement which consist of the transformer installation directly in back of the paved sidewalk
4. Maintain turf, shrubs, hedges and ground cover within the Alameda Park

1. Personnel/Supervision

1.1 All Included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision. A qualified foreman/Supervisor on site at all times with the ability to direct, make technical recommendations, attend city meetings, respond to emergencies and residents' concerns as well as manager and oversee the implementation of the Landscape Maintenance Schedule along with the SWPP and project schedule.

1.2 Subcontractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by Contractor. No subcontract or other assignment hereunder shall be made without prior written consent of City, and when consent is granted it shall not relieve Contractor of any obligation to City hereunder.

1.3 Recognizable uniformed employees shall be the standard during normal operating hours is subject to the approval of the City as to professional appearance and performance.

1.4 All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

2. Materials

2.1 Materials shall be of the highest quality available.

2.2 All chemicals used shall be City approved as per the label application as regulated by EPA government approved and applied in accordance with manufacturer's instructions and government regulations. All chemicals shall be non-corrosive, non-staining, and shall not leave a flammable residue.

3. Turf Care

All turf shall be maintained in accordance with the Frequency of Operations Schedule by the following:

3.1 Turf shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment using a rotary mower with a mulching deck and sharp mulching blades mowing above the shoot collar or a seven blade reel mower while managing to avoid turf clumps that dry and leave a poor appearance. Additional passes with the mower shall be performed as necessary to pulverize and eliminate the poor appearance.

No grass clippings shall be left on the turf that will not dry up and fall below growing level within 24 hours. Contractor shall trim around sprinkler heads, shrubs and trees as necessary.

3.2 Turf shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, attractive appearance.

3.3 Turf shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Slow release fertilizer with an analysis of 32-2-4 shall be applied to the turf at the rate of one pound of actual Nitrogen per 1,000 square feet four times per year.

3.4 Trash, leafs, twigs, and other undesirable materials shall be removed from turf prior to mowing and shall result in a clean well defined mow pattern turf.

3.5 Post-emergent herbicides shall be used to suppress undesirable weeds and grasses under the supervision of a PCA and State Licensed qualified Applicator following the pre-approval of City representative and implementing the approved Landscape Maintenance Plan. All other pesticide application to the turf is EXCLUDED. Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend to City the proper actions to be taken along with suggested timing and cost of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

3.6 All turf areas shall be aerated two (2) times annually. The operator shall make two ninety degree passes of all turf areas. Soil plugs resulting from aeration operations may be allowed to remain on turf but must be ground on same day with the use of mulching deck rotary mower or a seven blade reel mower.

All precautions will be taken to prevent damages to the irrigation system, including: Valve covers, piping, and sprinklers. The contractor shall flag all the irrigation components to avoid damaging and shall verify no damages after aeration by running the system and repairing all damages caused by the operation.

3.7 All turf areas shall be dethatched annually. The operator shall cover all the turf to remove the excessive thatch build up and then remove and dispose of the waste.

4. Ground Cover Care and Flowering Fascicles.

Ground cover shall be maintained in accordance with the Frequency Schedule by the following:

4.1 Ground covers shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, natural attractive appearance. Ground covers shall not be allowed to grow onto shrubs or trees planted in ground Cover beds.

4.2 Ground covers shall be mowed or selectively pruned to achieve a natural appearance one (1) time annually to reduce height by approximately 30% and promote health and vigor. Ground cover shall be maintained at a height 12 inches or less.

4.3 Ground covers shall be fertilized using sound horticultural management practices, consideration given to visual appearance. Fertilizer used on ground covers will have an analysis of 16-6-8 and shall be applied at a rate of 1 pound of actual nitrogen per 1,000 square feet, annually.

4.4 Trash, leaves, twigs, surface rocks and other undesirable materials shall be removed from beds.

4.4.1 Undesirables materials include but are not limited to: Mammal waste, unsightly/expired flower stocks, all other debris

4.5 Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides as approved by the City within the Landscape Maintenance Plan. Hand pulling and/or mechanical removal may also be necessary. (see IPM)

4.6 Use of snail bait is not authorized.

5. Tree and Shrub Care

Trees and shrubs no greater than fifteen (15) feet in height and/ or greater than six (6") inch Diameter at Breast Height shall be maintained, in accordance with the Frequency Schedule, by the following:

5.1 Pruning shall be done to select and develop permanent scaffold branches; to eliminate diseased or damaged growth; to eliminate weak branch attachment angles, to reduce wind damage by thinning out the

canopy and to encourage a natural growth pattern of each specific variety within space limitations.

5.2 All included trees and shrubs shall be kept pruned back to clear all roads, drives and walkways towards achieving safety for all pedestrians and vehicles. For landscaping in median areas the maximum height of plants/vegetation as measured from the surface of the roadway will not exceed 30 inches. All mature trees should be cleared up to a height of 10', i.e. no leaves or minor branches as to improve motorist visibility. Pruning shall be done to keep plants clear of all doorways and important windows. Any limbs or branches touching or brushing buildings or other structures shall also be headed back.

5.3 Major structural pruning of trees and shrubs shall be done when trees are most dormant.

5.4 Light pruning of trees and shrubs for shape, size, and clearance shall be done as necessary.

5.5 Trees and shrubs shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Fertilizer used for tree and shrub areas shall have an analysis of 16-6-8 and shall be applied at a rate of 1 pound of available nitrogen per 1,000 square feet.

5.6 Lower branches of young trees shall not be removed but shall be retained in a "tipped back" condition to attain maximum trunk caliper growth until trees are able to stand without artificial support.

5.7 All pruning cuts are to be made using sound, generally accepted horticultural practices.

a. Trees over fifteen (15) feet in height that require pruning are EXCLUDED but may require maintenance for the necessary clearances over pedestrian walks, sitting and other such locations. Pruning needs for trees over fifteen (15) feet shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pruning necessary (including removal) to maintain tree health, appearance, and general safety.

b. Sucker growth shall be removed at source soil level.

5.10 The objective of shrub pruning is the same as for trees: to thin, shape, to maximize ornamental qualities (i.e., flowers, fruit or berries) and to attain a natural, healthy appearance. Hedges shall be selectively pruned to maintain an even height. Hedges are not to be sheared.

5.11 Staking and guying shall be eliminated as rapidly as trees become self-supporting under normal environmental conditions. If still unstable after trunk caliper exceeds four inches (4") or in two years after planting, tree replacement shall be recommended to the City. While in place, stakes and guys shall be inspected and adjusted to prevent girdling or rubbing damage to trunk or limbs, as needed. All tree ties and guys shall be loosened to allow tree to flex with the wind to allow for strengthening of the trunk.

5.12 Cabling, staking or guying new or existing trees is EXCLUDED. If necessary, City may request Contractor to provide a cost estimate for work at Time and Materials. Work will only be performed upon approval of a separate Work Order.

5.13 A ring of bare earth/ wood bark 16-18 inches in diameter on new trees, greater on larger root flared trees shall be maintained weed and grass free around each tree in turf areas. Trunk damage resulting from mechanical weed control (i.e., weedwackers) will be grounds for a penalty of \$75.00 per incidence or the full replacement value of a replacement tree as like size to be charged to the Contractor.

5.14 Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides. Mechanical or hand pulling may also be necessary.

5.15 Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend the proper actions to be taken along with suggested timing of work to the City. Work will be performed upon approval of a separate Work Order. (see IPM)

5.16 Debris and leaf litter shall be removed from beds.

5.17 Dead plants and those in a state of decline shall be brought to the City's attention immediately. Contractor agrees to replace all plant materials that decline or die due to negligence of the Contractor at the Contractor's expense. Replacement plants shall be of a size variety and condition acceptable to the City.

6. Irrigation

The irrigation system(s) shall be maintained in accordance with the Frequency Schedule by the following:

6.1 Contractor shall complete preventative maintenance inspect all irrigation systems for correct operation and coverage in dry and wet. System shall be adjusted as necessary and the contractor will complete all adjustments and labor on laterals up to the valves, wiring and controllers weekly including monthly reports at no additional cost to the owner;

6.2 Extensive repairs shall be reported to City along with estimated costs of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

6.3 Accidental damage resulting from Contractor's operation shall be repaired without charge, within one watering period, trees, turf, shrubs or ground cover decline/demise caused by delayed repairs to irrigation system will be replaced at the contractor's cost.

6.4 Needed repairs resulting from vandalism, accident, animals, normal wear or other cause shall be reported to the City and shall be performed upon approval of a separate Work Order. However, Contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense, water-waste and/or prevent damage to the landscape. In all cases, a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

6.5 The sprinkler heads shall be checked, cleaned, adjusted, and trimmed around to ensure proper coverage.

6.6 All adjustments and settings of automatic controllers shall be made to established frequency and length of watering periods, striving for maximum benefit with minimum water usage.

6.7 Watering will be done preferably at night or early morning. Care shall be taken to reduce runoff, ponding, or erosion. Overspray onto vehicles, pavement or buildings shall be avoided.

6.8 Contractor shall check all systems for proper operation on a weekly basis and provide a monthly performance report but making all the necessary repairs as outline herein special attention to the process shall be done in late winter. All lateral lines shall be flushed free of grit and gravel at the same time by removing or opening the last head on each line.

7. Paved Areas

Paved areas shall be maintained in accordance with Frequency Schedule by the following:

7.1 Cracks in sidewalks, curbs, gutters, and other paved areas shall be sprayed to control weeds in accordance with Frequency Schedule.

7.2 Sidewalks shall be blown free of maintenance and seasonal related debris.

7.3 Decomposed granite and bark surfaces shall be kept weed free and properly graded to avoid wrought and offsets.

8. Integrated Pest Management

8.1 Contractor shall implement an Integrated Pest Management program, emphasizing a preventive approach to disease and insect problems, maintaining optimum health and vigor for the plants. Whenever possible, the least toxic products available will be used, which will also be consistent with good pest management practices and results.

8.2 Contractor shall pre-notify client of all pest control activities 48 hours prior to application, with the exception of routine monthly herbicide spraying and snail bait applications.

9. General Conditions

9.1 Contractor shall walk the entire site each month with the Manager or at the Manager convenience, to ensure that all operations are being done in accordance with Frequency Schedule. The City shall be notified when the schedule is changed and provide a written notice as per the Landscape Maintenance Plan.

9.2 Any removal and/or replacement of plant material, or extra cleanup of the landscape caused by storm damage, acts of God, or other conditions outside of Contractor's control, will be performed upon approval of a separate Work Order. However, the Contractor shall use good judgment in taking necessary immediate actions to prevent or eliminate safety hazards; a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

9.3 Contractor shall obtain all licenses and permits required by City, County and State authorities.

9.4 All clippings or cuttings or other debris collected during Contractor's maintenance operations shall become the Contractor's property and removed from site by the Contractor.

9.5 City shall be notified immediately of any existing or potential problems and/or safety concerns noticed on site by the Contractor or Contractor's personnel.

9.6 An emergency service shall be made available on a 24-hour a day, seven-day per week basis.

9.7 All labor will be provided for the following services while the City will provide the supplies that are warranted by the scope of work:

- Graffiti Abatement
- Additional bark to play/exercise areas
- Decomposed Granite wrought repairs
- Trash liner rotation
- Power washing
- Sand bagging
- Securing with barricades

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES														
	Frequency by Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Item No.	Activity													
A.	Park Maintenance Including													
	Mow	2	2	3	3	4.3	4.3	4.3	4.3	4.3	4.3	3	2	40.8
	Edge	2	2	2	2	2	2	2	3	2	3	2	2	26
	Fertilize - slow release		1		1		1		1		1		1	6
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Prune Shrubs size/structure			1	1	1	1	1	1	1	1			8
	Post Emerg. Weed app. - if needed			1			1			1				3
	Aerate		1			1			1					3
	Dethatch													1
	Weed Control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	1
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
B.	Maintain Planter strip between curb and sidewalk Including													
	Mow	2	2	3	3	4.3	4.3	4.3	4.3	4.3	4.3	3	2	40.8
	Fertilize		1		1		1		1		1		1	6
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Aerate		1			1			1					3
	Dethatch													1
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Check/Trim trees for ped clearance												1	1
	Weed control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	24
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
C.	Maintain Medians Including													
	Prune Shrubs size/structure			1	1	1	1	1	1	1	1			8
	Fertilize			1					1					2
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Post Emerg. Weed app. - if needed	2	2	2	2	2	2	2	2	2	2	2	2	24
	Pre Emerg. Weed app - if needed		1								1			2
	Adjust/Remove Stakes & Ties			1							1			2
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Weed control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	24
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
NOTE: 4.3 is equal to the average number of weeks per month														

SCOPE OF WORK FOR ADD ALTERNATE NO. 2

ALAMEDA RECREATION AND PARK DEPARTMENT, PASSIVE PARKS

A. WORK TO BE DONE. The work to be done consists of maintaining eight passive City parks citywide including, but not limited to, proper turf, irrigation and pest control maintenance. Providing work schedules within the first month after notice to proceed, GPS reports that show the crews location and timing, irrigation schedules and maintenance logs, pesticide use and application, and fertilizer use and application. Scheduled weekly meetings along with tentative task planning for rainy day work that may include clearing drains and/or collecting branches and spreading mulch.

Furnishing all licensing, all labor, equipment transportation, materials, monthly reports and supervision necessary to provide complete and continuous management and maintenance of all turf, ground covers, trees, shrubs within the Public Passive Parks and adjoining Right of Way and all other work connected thereto as specified below. All work shall be performed in accordance with the attached tentative frequency of operations schedule.

The Contractor shall provide a detailed Landscape Maintenance Schedule and approved irrigation and fertilizer plan within one month after the agreement is awarded.

B. AREA OF WORK. The area of work consists of maintaining all landscaped areas within the following Passive Parks:

Grand Street Boat Ramp (2040 Grand Street)
Jackson Park (2430 Encinal Avenue)
Main Street Linear Park
Marina Cove Park (1591 Clement Avenue)
Marina Village Park (1030 Marina Village Parkway)
Neptune Park (2301 Webster Street)
Osborne Park (Doolittle & Harbor Bay Parkway)
Towata Park (3315 Bridgeway Isle)

1. Personnel/Supervision

1.1 All Included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision. A qualified foreman/ Supervisor on site at all times with the ability to direct, make technical recommendations, attend city meetings, respond to emergencies and residents' concerns as well as manage and oversee the implementation of the Landscape Maintenance.

1.2 Subcontractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by

Contractor. No subcontract or other assignment hereunder shall be made without prior written consent of City, and when consent is granted it shall not relieve Contractor of any obligation to City hereunder.

1.3 Recognizable uniformed employees shall be the standard during normal operating hours is subject to the approval of the City as to professional appearance and performance.

1.4 All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

2. Materials

2.1 Materials shall be of the highest quality available.

2.2 All chemicals used shall be City approved as per the label application as regulated by EPA government approved and applied in accordance with manufacturer's instructions and government regulations.

3. Turf Care

All turf shall be maintained in accordance with the Frequency of Operations Schedule by the following:

3.1 Turf shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment using a rotary mower with a mulching deck and sharp mulching blades mowing above the shoot collar while managing to avoid turf clumps that dry and leave a poor appearance. Additional passes with the mower shall be performed as necessary to pulverize and eliminate the poor appearance. No grass clippings shall be left on the turf that will not dry up and fall below growing level within 24 hours. Contractor shall trim around sprinkler heads, shrubs and trees as necessary.

3.2 Turf shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, attractive appearance at a rate of twice per month.

3.3 Turf shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Slow release fertilizer with an analysis of 28-8-14 during April – May while applying 20-8-8 during the cool season shall be applied to the turf at the rate of one pound of actual Nitrogen per 1,000 square feet four times per year.

3.4 Trash, leafs, twigs, and other undesirable materials shall be removed from turf prior to mowing and shall result in a clean well defined mow pattern turf.

3.5 Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend to City the proper actions to be taken along with suggested timing and materials

4. Ground Cover Care and Flowering Fascicles.

Ground cover shall be maintained in accordance with the Frequency Schedule by the following:

4.1 Ground covers shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, natural attractive appearance. Ground covers shall not be allowed to grow onto shrubs or trees planted in ground cover beds.

4.2 Ground covers shall be selectively edged to achieve a natural appearance one time annually to reduce height and promote health and vigor. Ground cover shall be maintained at a height of 12 inches or less.

4.3 Ground cover areas shall have all trash, leaves, twigs, surface rocks and other undesirable materials removed from beds.

4.3.1 Undesirable materials include, but are not limited to: Mammal waste, unsightly/expired flower stocks, and all other debris.

4.4 Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides as approved by the City within the Landscape Maintenance Plan. Hand pulling and/or mechanical removal may also be necessary. (see IPM)

5. Tree and Shrub Care

Trees and shrubs shall be maintained, in accordance with the Frequency Schedule, by the following:

5.1 Pruning shall be done to eliminate diseased or damaged growth; to eliminate height clearance/interferences within the walkways or roadways.

5.2 All included trees and shrubs shall be kept pruned back to clear all roads, drives and walkways towards achieving safety for all pedestrians and vehicles.

5.3 Trees and shrubs shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Fertilizer used for tree and shrub areas shall have an analysis of 16-4-8 and shall be applied at a rate recommended by the manufacturer.

5.4 All pruning cuts are to be made using sound, generally accepted horticultural practices.

5.5 Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend the proper actions to be taken along with suggested timing of work to the City. Work will be performed upon approval of a separate Work Order. (see IPM)

5.6 Debris and leaf litter shall be removed from beds.

6. Irrigation

The irrigation system(s) shall be maintained in accordance with the Frequency Schedule by the following:

6.1 Contractor shall complete a preventative maintenance inspection of all irrigation systems for correct operation and coverage in dry and wet. System shall be adjusted as necessary and the contractor will complete all adjustments and labor on laterals up to the valves, wiring and controllers weekly including monthly reports at no additional cost to the owner;

6.3 Extensive repairs shall be reported to the City along with estimated cost of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

6.3 Accidental damage resulting from Contractor's operation shall be repaired without charge, within one watering period, trees, turf, shrubs or ground cover decline/demise caused by delayed repairs to irrigation system will be replaced at the contractor's cost.

6.4 Needed repairs resulting from vandalism, accident, animals, normal wear or other cause shall be reported to the City and shall be performed upon approval of a separate Work Order. However, Contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense, water-waste and/or prevent damage to the landscape. In all cases, a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

6.5 The sprinkler heads shall be checked, cleaned, adjusted, and trimmed around to ensure proper coverage.

6.6 All adjustments and settings of automatic controllers shall be made to established frequency and length of watering periods, striving for maximum benefit with minimum water usage.

6.7 Watering will be done preferably at night or early morning. Care shall be taken to reduce runoff, ponding, or erosion. Overspray onto vehicles, pavement or buildings shall be avoided.

6.8 Contractor shall check all systems for proper operation on a weekly basis and provide a monthly performance report, making all the necessary repairs as outlined herein. Special attention to the process shall be done in late winter.

7. Integrated Pest Management

7.1 Contractor shall implement an Integrated Pest Management program, emphasizing a preventive approach to disease and insect problems, maintaining optimum health and vigor for the plants. Whenever possible, the least toxic products available will be used, which will also be consistent with good pest management practices and results.

7.2 Contractor shall pre-notify client of all pest control activities 48 hours prior to application, with the exception of routine monthly herbicide spraying and snail bait applications.

8. General Conditions

8.1 Contractor shall walk the entire site each month with the Manager or at the Manager's convenience, to ensure that all operations are being done in accordance with the Frequency Schedule. The City shall be notified when the schedule is changed and be provided a written notice as per the Landscape Maintenance Plan.

8.2 Any removal and/or replacement of plant material, or extra cleanup of the landscape caused by storm damage, acts of God, or other

conditions outside of Contractor's control, will be performed upon approval of a separate Work Order. However, the Contractor shall use good judgment in taking necessary immediate actions to prevent or eliminate safety hazards; a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

8.3 Contractor shall obtain all licenses and permits required by City, County and State authorities.

8.4 All clippings or cuttings or other debris collected during Contractor's maintenance operations shall become the Contractor's property and removed from site by the Contractor.

8.5 City shall be notified immediately of any existing or potential problems and/or safety concerns noticed on site by the Contractor or Contractor's personnel.

8.6 An emergency service shall be made available on a 24-hour a day, seven-day per week basis.

Passive Parks	weed control	mow	edge	pr. Shrubs	Irrigation cks	leaf removal	clean up **	Clearance trim	acres
	once a month	twice a month	once a month	quarterly	once a month	once a year	twice a month	4 times/per yr	
Grand St B/ramp	X	XX	X	X	X	n/a	XX	X	0.5
2040 Grand St									
Jackson	X	XX	X	n/a	X	X	XX	X	2.28
2430 Encinal									
Main St Linear	X	XX	X	X	X	n/a	XX	X	7
Main st/Atlantic									
Marina Cove	X	XX	X	X	X	X	XX	X	1.6
1591 Clement ave									
Marina Village	X	XX	X	X	X	X	XX	X	4.5
1030 Marina									
Village PRKWY									
Neptune	X	XX	X	X	X	n/a	XX	X	3.1
2301 Webster									
Osborne's	X	XX	X	n/a	X	n/a	XX	X	1.25
Doolittle?HRBay									
Towata	X	XX	X	X	X	X	XX	X	1.6
3315 Bridgeway Isle									
									21.83
Clean Up **	Mow days pick up debris, limbs, branches, Large branches notify ARPD								

Passive Parks	Weekly Mow March - October								
Jackson Park	X								
Marina Cove Park	X								

EXHIBIT B

BIDDER'S PROPOSAL

Includes:

Bidder's Proposal for Base Bid
Bidder's Proposal for Add Alternate No. 1
Bidder's Proposal for Add Alternate No. 2
Bid Proposal Summary
Proposer's Information
Subcontractor Form
EEQ Certification
Security for Compensation Certificate

EXHIBIT B - BIDDER'S PROPOSAL
BASE BID - LANDSCAPE MAINTENANCE OF MEDIAN AND SPECIAL AREAS

Description	Unit of Issue and Quantity									
Maintained Weekly	Tasks							Cost per Month	Quantity	Total
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		IR			
	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): \$ _____

TOTAL BASE BID WRITTEN IN WORDS: _____

BIDDER'S PROPOSAL FOR ADD ALTERNATE 1 -
MARINA VILLAGE LANDSCAPE & LIGHTING DISTRICT LANDSCAPE
MAINTENANCE

Specifications and Special
Provisions

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

Filed: PW No. 06-19-28

Landscape Maintenance for
Marina Village Landscape & Lighting District
Landscape Maintenance
Alameda, CA

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
A. PARK MAINTENANCE				
	As outlined in Preliminary Quantities	@ _____		
		_____	\$ _____	\$ _____
		Lump Sum		
B. PLANTER STRIP MAINTENANCE				
	that area between curb and sidewalk/ with work as outlined in Preliminary Quantities	@ _____		
		_____	\$ _____	\$ _____
		Lump Sum		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
----------	----------------------	---	------------	-------------

C. MEDIAN MAINTENANCE
as outlined in Preliminary Quantities

@ _____

_____ \$ _____ \$ _____

Lump Sum_

D. IRRIGATION REPAIRS

1. 300 Heads Labor/Materials @ _____

_____ \$ _____ \$ _____

Each Head

2. 40 Irrigation Line Repairs @ _____

_____ \$ _____ \$ _____

Each Repair

3. 50 Irrigation Valve Repairs @ _____

_____ \$ _____ \$ _____

Each Valve

ADD ALTERNATE NO. 1 BID: \$ _____

ADD ALTERNATE NO. 1 BID WRITTEN IN WORDS: _____

BIDDER'S PROPOSAL FOR ADD ALTERNATE 2 –
PASSIVE PARKS MAINTENANCE

Specifications and Special
Provisions

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

Filed: P.W. No. 06-19-28

Passive Parks Maintenance
Alameda, CA

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
A.	PASSIVE PARK MAINTENANCE As outlined in Preliminary Quantities			
		@ _____		
		_____	\$ _____	\$ _____
		Lump Sum		
B.	IRRIGATION REPAIRS/ COSTS			
1.	100 Heads Labor/Materials	@ _____		
		_____	\$ _____	\$ _____
		Each Head		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
2.	40 Irrigation Line Repairs	@ _____ _____ Each Repair	\$ _____	\$ _____
3.	50 Irrigation Valve Repairs	@ _____ _____ Each Valve	\$ _____	\$ _____

ADD ALTERNATE NO. 2 BID: \$ _____

ADD ALTERNATE NO. 2 BID WRITTEN IN WORDS: _____

SUMMARY OF BIDS

TOTAL BASE BID: \$ _____

TOTAL ADD ALTERNATE 1: \$ _____

TOTAL ADD ALTERNATE 2: \$ _____

TOTAL BID (BASE BID + ADD ALTERNATES): \$ _____

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 (Of Officers or Partners)	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____, 20__ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

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; Marina Village landscape and lighting district areas; and parks. City staff issued a Request for Bid (RFB) on _____(date) and after a submittal period of 21 days received _____(number) of timely submitted bids. Staff reviewed the bids and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for landscape maintenance of median strips and special areas; Marina Village landscape and lighting district areas; and parks, upon the terms and conditions herein.

AGREEMENT

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

:

1. TERM:

The term of this Agreement shall commence on the 1st day of January 2020, and shall terminate on the 31st day of December 2020, 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 at the same terms and compensation as the existing Agreement 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 A 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 A.

b. Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year Compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Compensation for work done under this Agreement, shall not exceed as follows:

FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
Total five year compensation shall not exceed \$XXX,XXX

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and 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 the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. 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, reckless or intentional 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, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. 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.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

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

(3) Automotive:

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

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

or

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

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

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 workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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 require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee 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 resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in 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 thereof 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 #110
Alameda, CA 94501
ATTENTION: Jesse Barajas, Project Manager II
Ph: (510) 747-7966 / Fax: (510) 769-6030
Email: jbarajas@alamedaca.gov

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]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

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

City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
ATTENTION: Maria Sanchez, Executive Assistant
Ph: (510) 747-7900 / Fax: (510) 769-6030
Email: msanchez@alamedaca.gov

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. ATTORNEYS' 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's office shall be based on

the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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.

26. COUNTERPARTS:

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

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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

COMPANY

a (California corporation, LLP, LC,
GP, sole proprietor/individual)

CITY OF ALAMEDA

a municipal corporation

NAME

President / Vice President

Eric J. Levitt

City Manager

NAME

CFO / Treasurer / Assistant Treasurer

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 & 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: _____

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CA 20 48 02 99

Page 1 of 1

EXHIBIT D

CERTIFIED PAYROLL AND PREVAILING WAGES FORMS

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certification of Bidder Regarding Section 3 and Segregated Facilities

Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities

Certification of Understanding and Authorization

Certification for Applicable Fringe Benefit Payments

Authorization for Deductions

EXHIBIT D: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
<p>1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project acknowledges that:</p> <p>(a) The Labor Standards provisions are included in the aforesaid contract;</p> <p>(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.</p>		
2. He certifies that:		
<p>(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>		
He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.		
He certified that:		
(a) The legal name and the business address of the undersigned are:		
(b) The undersigned is:		
(1) A SINGLE PROPRIETORSHIP		(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP		(4) OTHER ORGANIZATION (Describe)
(c) The name, title and address of the owner, partners or officers of the undersigned are:		
NAME	TITLE	ADDRESS

EXHIBIT D: Certified Payroll Forms

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is: _____
(b) The ethnicity of the company's owner(s) is/are: _____
(c) Is the company a female owned business: _____ Yes _____ No

Date _____
_____ (Contractor)

By _____
_____ (Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever ..makes, passes, utters, or publishes any statement, knowing the same to be false .shall be fined not more than \$5,000 or imprisoned not more than two years or both."

EXHIBIT D: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
<p>1. The undersigned, having executed a contract with _____ _____ for _____ in the amount of \$_____ In the construction of the above-identified project, certifies that:</p> <p>(a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;</p> <p>(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C.. 276u-2(a)).</p> <p>(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>		
<p>2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p> <p>(a) The workmen will report for duty on or about _____(date).</p>		
<p>3. He certifies that:</p> <p>(a) The legal name and the business address of the undersigned are:</p>		
<p>(b) The undersigned is:</p>		
<div style="display: flex; justify-content: space-between;"> (1) A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN THE STATE OF </div>		
<div style="display: flex; justify-content: space-between;"> (2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe) </div>		
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>		
NAME		ADDRESS

EXHIBIT D: Certified Payroll Forms

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is: _____
(b) The ethnicity of the company's owner(s) is/are: _____
(c) Is the company a female owned business: _____ Yes _____ No

Date: _____

(Contractor)

By _____

(Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years or both."

EXHIBIT D: Certified Payroll Forms

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name

Name and Title of Signer (Print or Type)

Signature

Date

EXHIBIT D: Certified Payroll Forms

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Subcontractor

Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

Name _____
Name and Title of Signer (Print or Type)

Signature

Date

EXHIBIT D: Certified Payroll Forms

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

Project Name: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Designated Payroll Officer (Name)

Designated Payroll Officer (Signature)

Authorized by (Contractor/Subcontractor)

(Signature)

(Title)

(IRS) Employer Identification Number

(Date)

EXHIBIT D: Certified Payroll Forms
CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
2. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
3. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____

OR: (Check if applicable)

_____ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____	By	_____
Contractor/Subcontractor		Signature
_____		_____
Date		Title

EXHIBIT D: Certified Payroll Forms

AUTHORIZATION FOR DEDUCTIONS

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employee; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction

Signature of Authorized Representative of Employee

Authorized Representative's Name and Title

Date

EXHIBIT E

EMERGENCY FORM

Emergency Form

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Public Works Project Manager.

CONTRACTOR'S NAME_____

CONTRACTOR'S PHONE NUMBER_____

PROJECT SUPERINTENDENT_____

CONTACT IN THE EVENT OF EMERGENCY:_____

Name:_____

Phone Number:_____

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date_____

Scheduled completion date_____

Job Name _____

EXHIBIT F

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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- Appendix C: Bioretention Area Maintenance Plan

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 I 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.

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.

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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

$$(0.34 - 0.17) / (0.5 - 0.25) = 0.68$$

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

$$0.34 - 0.136 = 0.33$$

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)**

$$\begin{aligned} &\text{Total Volume Inflow} - \text{Volume treated} \\ &62.69 \text{ cf} - 46.75 \text{ cf} = 15.94 \text{ cf} \end{aligned}$$

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

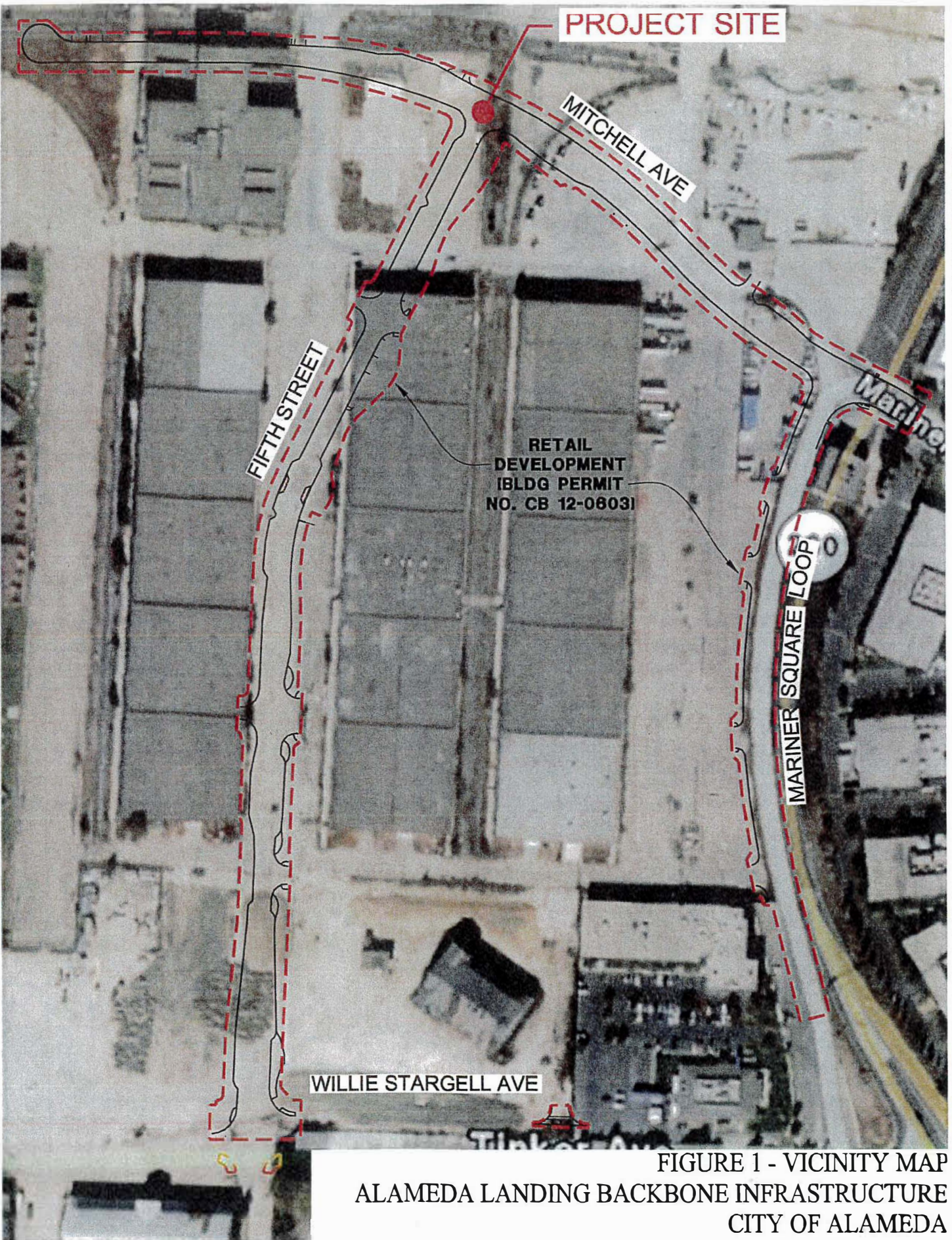


FIGURE 1 - VICINITY MAP
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

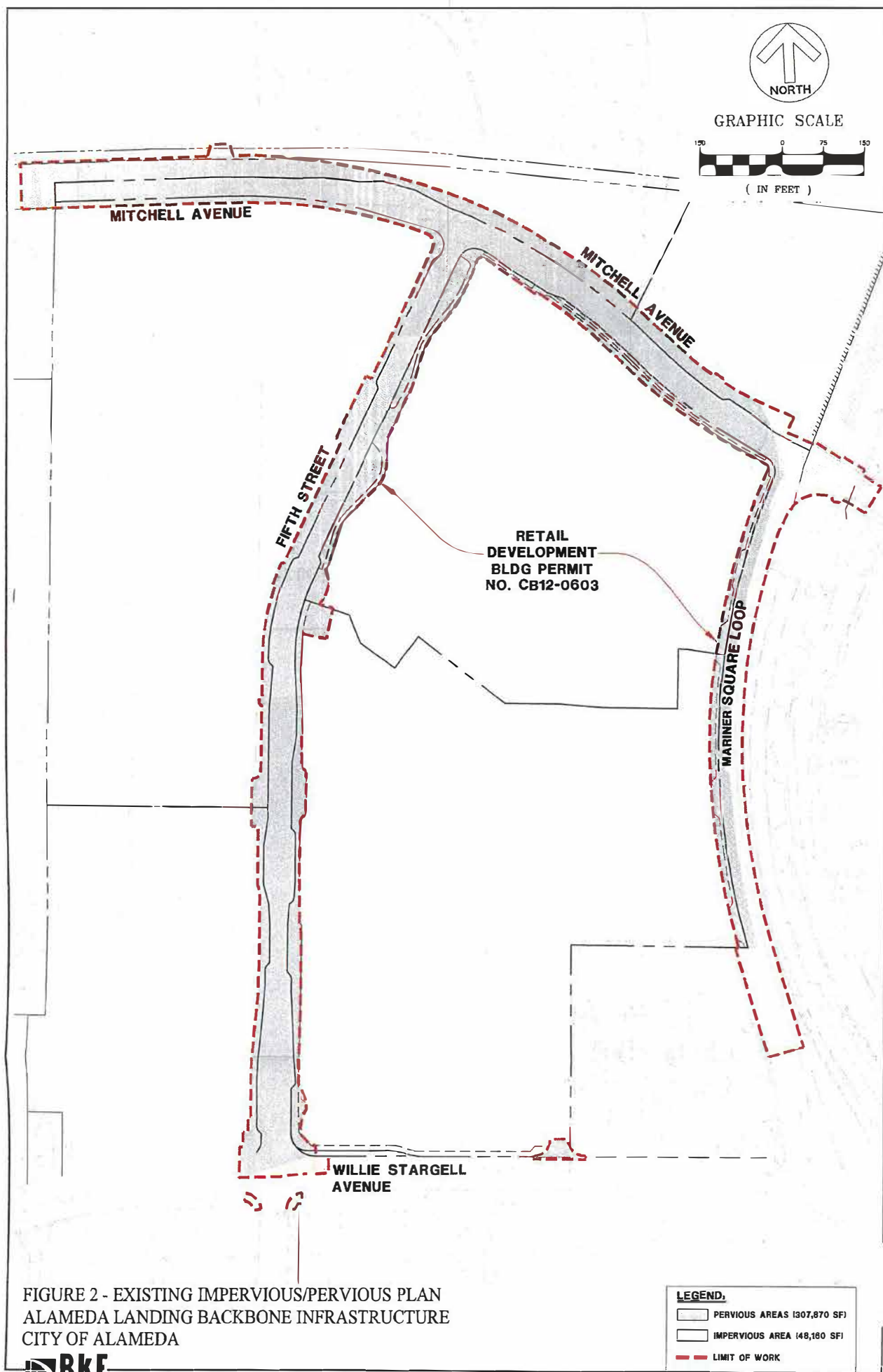


FIGURE 2 - EXISTING IMPERVIOUS/PERVIOUS PLAN
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

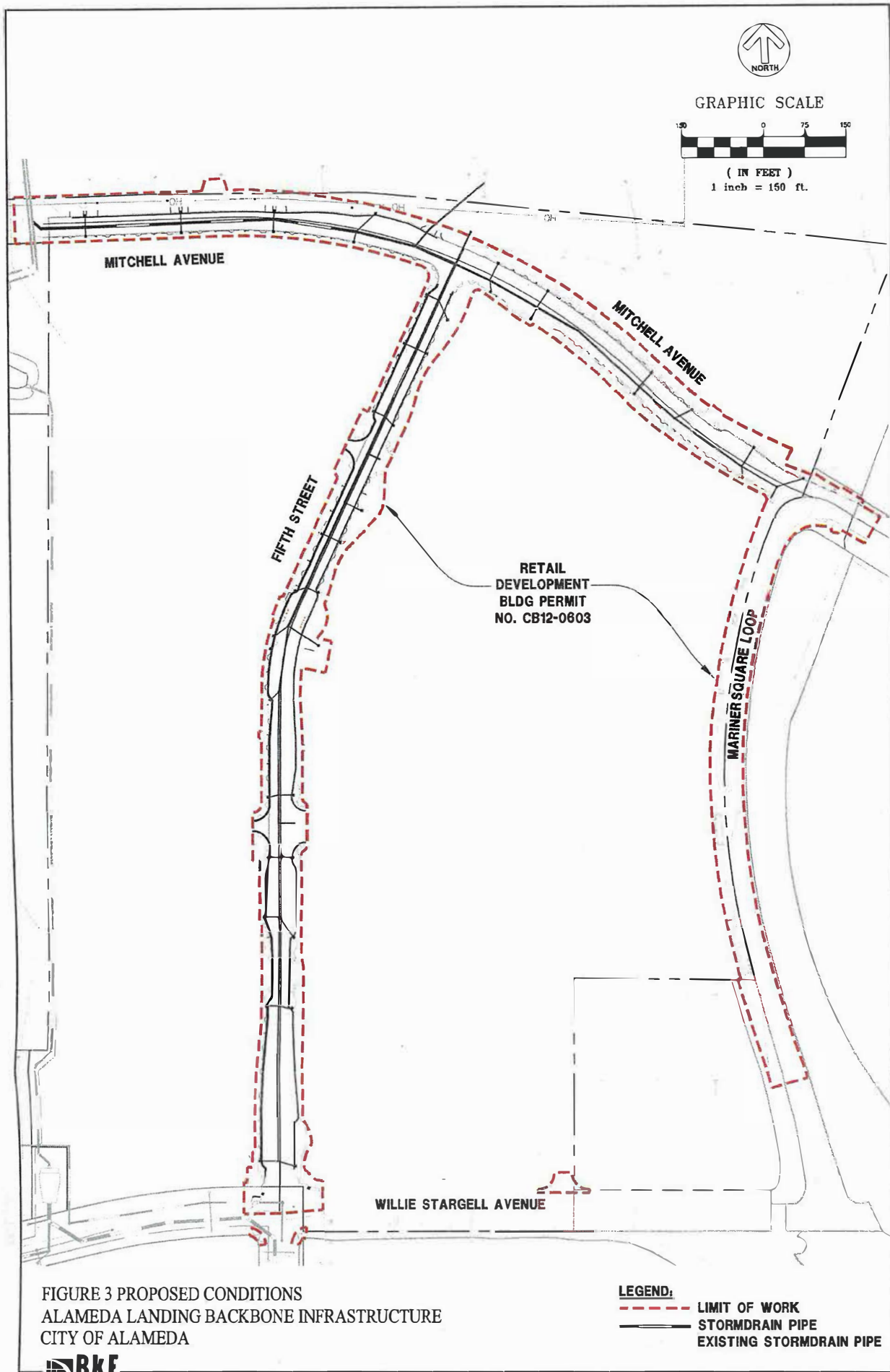
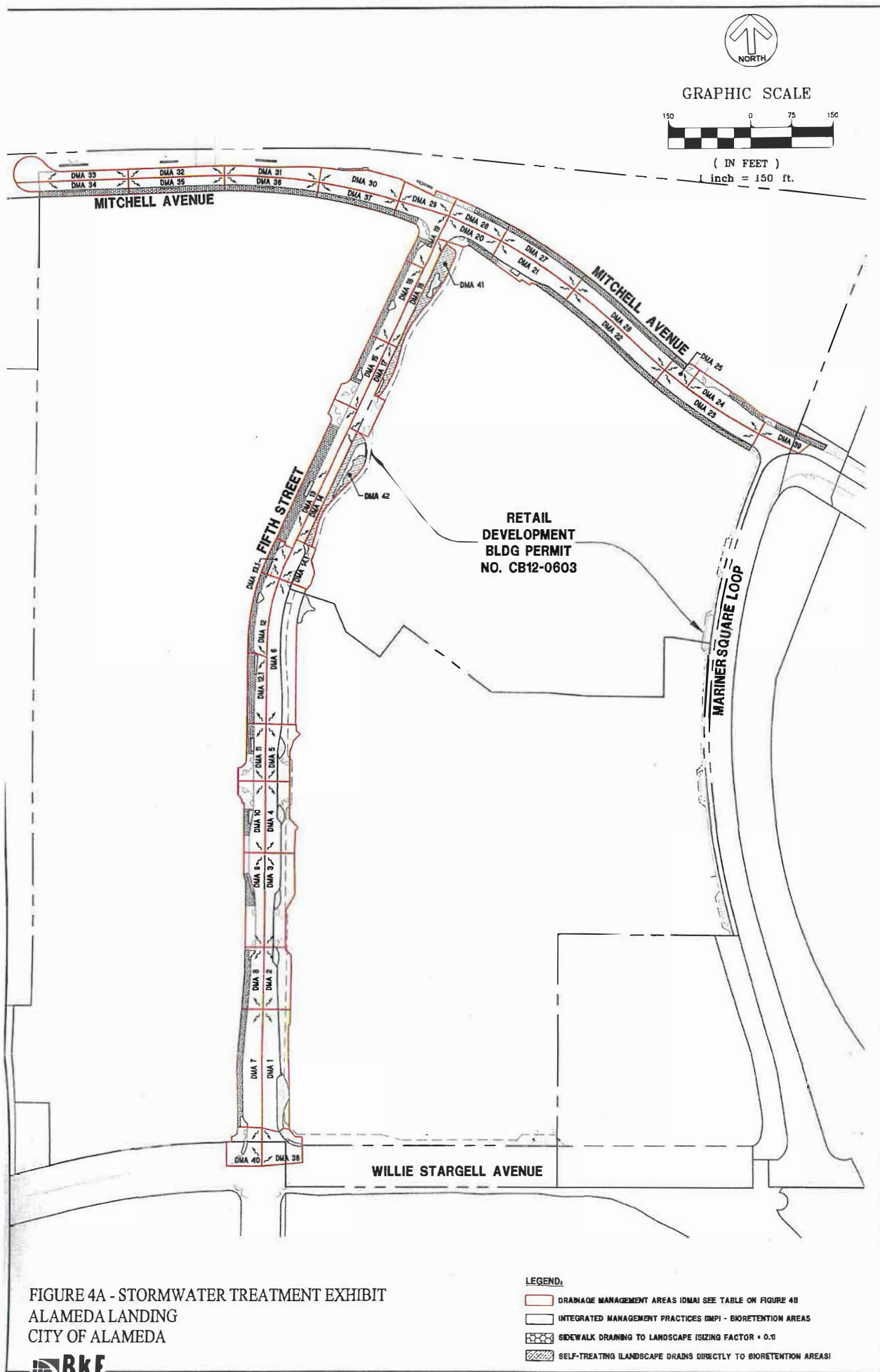


FIGURE 3 PROPOSED CONDITIONS
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA

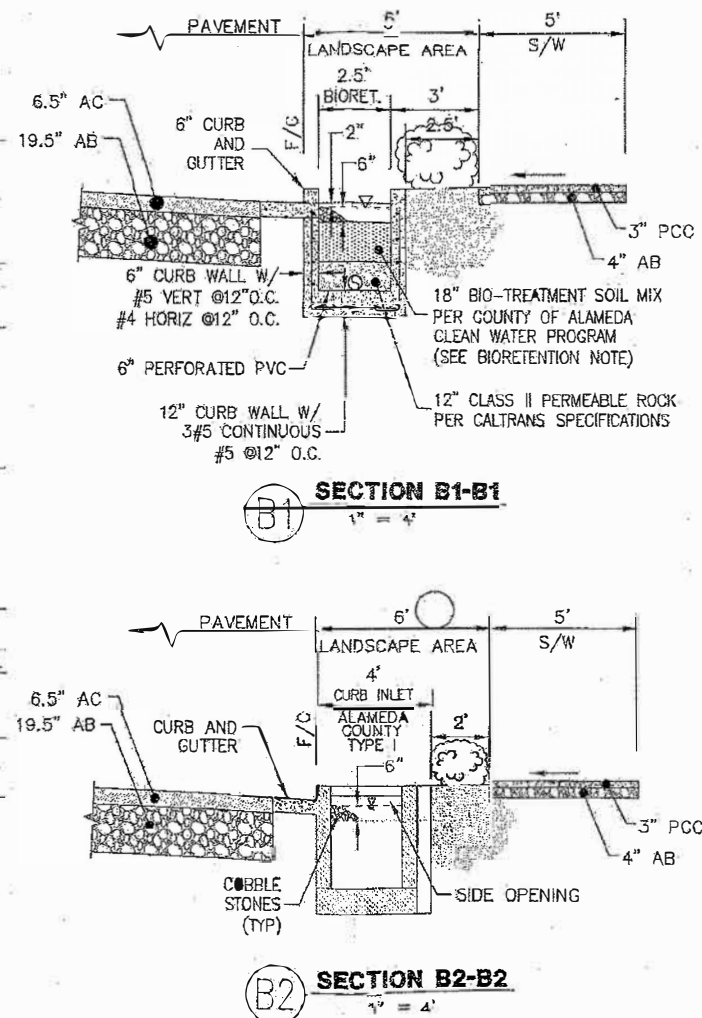


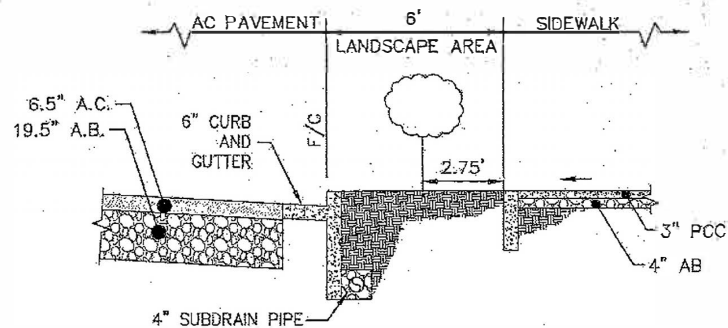
DMA #	TOTAL (SF)	PERVIOUS (SF)	IMPERVIOUS (SF)	BIO-RETENTION (SF) PROVIDED	Total C*A (SF)	C composite	.25-.5	0.5-.75	.75-1	Unit Basin Storage Volume (Table 5-2)	Project Mean Annual Precip. (inches)	(inch)	Duration, T (hr)	Minimum Bioretention Area	Total V Inflow (CF)	Volume treated (CF)	Stored V (CF)	Required depth
1	11045	1663	9982	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	805	5273	805	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	0.45	0.45	0.47	0.69	3.47	169.56	329.63	244.86	84.77	0.50
4	6768	355	6423	355	4524.5	0.67	0.45	0.45	0.44	0.45	0.46	0.69	3.47	134.46	261.54	194.31	67.23	0.50
5	5060	387	4673	387	3309.8	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	9681.0	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	287.56	558.48	414.71	143.76	0.50
7	9729	2399	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	223.60	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	3.48	116.90	227.76	169.31	58.45	0.50
11	4125	734	3391	130	2447.1	0.59	0.40	0.40	0.39	0.40	0.41	0.70	3.49	72.83	142.25	105.84	36.41	0.50
12.1	4440	1953	2487	156	1936.2	0.44	0.30	0.30	0.29	0.30	0.31	0.70	3.52	57.76	113.60	84.72	28.88	0.50
12	5139	1504	3635	151	2694.9	0.52	0.36	0.36	0.35	0.36	0.37	0.70	3.51	80.32	157.69	117.49	40.19	0.50
13	9986	4333	5653	164	4390.4	0.44	0.30	0.30	0.29	0.30	0.31	0.70	3.52	130.97	257.60	192.11	65.49	0.50
13.1	2212	800	1412	105	1068.4	0.48	0.33	0.33	0.32	0.33	0.34	0.70	3.52	31.87	62.69	46.75	15.94	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	72.77	141.34	104.95	36.38	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	5042	1107	3935	146	2893.2	0.57	0.39	0.38	0.38	0.38	0.40	0.70	3.50	86.12	168.54	125.41	43.13	0.50
16	3804	458	3350	458	2390.8	0.63	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	141.88	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	79.77	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	4129	494	3635	80	2599.9	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	3829.7	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	3835.2	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	113	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	3728.3	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	166.93	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	85.34	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	63.83	124.67	92.75	31.92	0.50
29	3238	0	3238	70	2266.6	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	67.33	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	3626.0	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
34	4832	1327	3505	79	2586.2	0.54	0.36	0.36	0.35	0.36	0.38	0.70	3.51	77.05	151.16	112.59	38.57	0.50
35	4533	1473	3060	70	2289.3	0.51	0.34	0.34	0.33	0.34	0.36	0.70	3.52	68.27	134.24	100.09	34.16	0.50
36	4421	1331	3090	69	2796.1	0.52	0.35	0.35	0.34	0.35	0.36	0.70	3.51	68.44	134.43	100.18	34.25	0.50
37	4132	1504	2628	79	1990.0	0.48	0.33	0.33	0.32	0.33	0.34	0.70	3.52	59.36	116.76	87.07	29.69	0.50
38	4385	0	4385	115	3069.5	0.70	0.48	0.47	0.47	0.47	0.48	0.69	3.46	91.17	177.07	131.49	45.58	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	49.85	98.00	73.05	24.94	0.50
40	8442	4159	4283	124	3414.0	0.40	0.27	0.28	0.26	0.27	0.28	0.70	3.52	101.84	200.31	149.39	50.92	0.50
41	3980	3980	0	SELF-TREATING														
42	3464	3464	0	SELF-TREATING														

SAMPLE CALCULATION

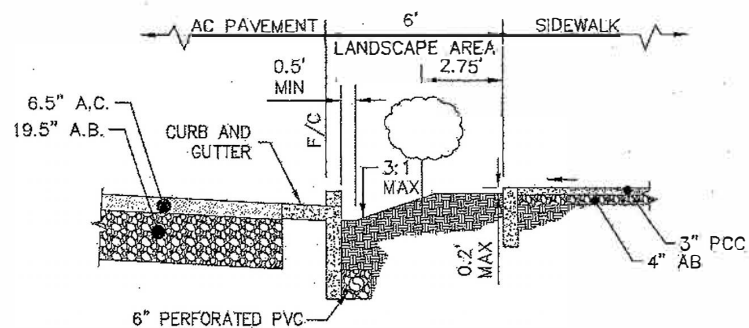
FIGURE 4B - STORMWATER TREATMENT TABLE
ALAMEDA LANDING BACKBONE INFRASTRUCTURE
CITY OF ALAMEDA



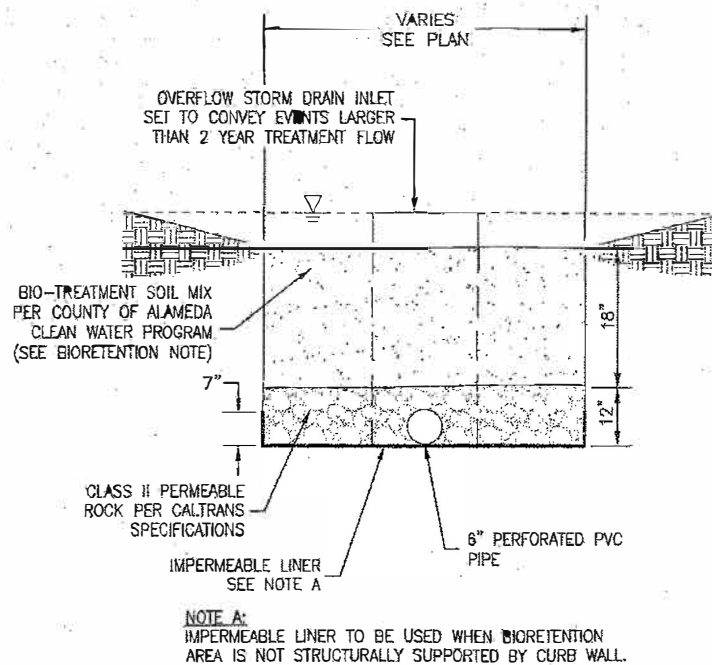




SECTION A-A
1" = 4'

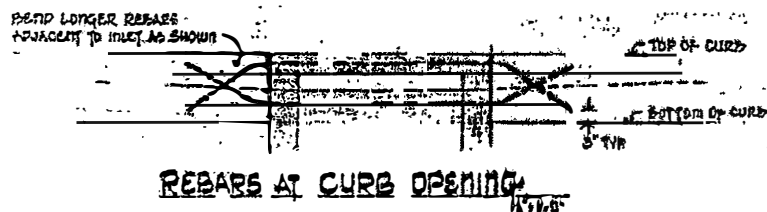
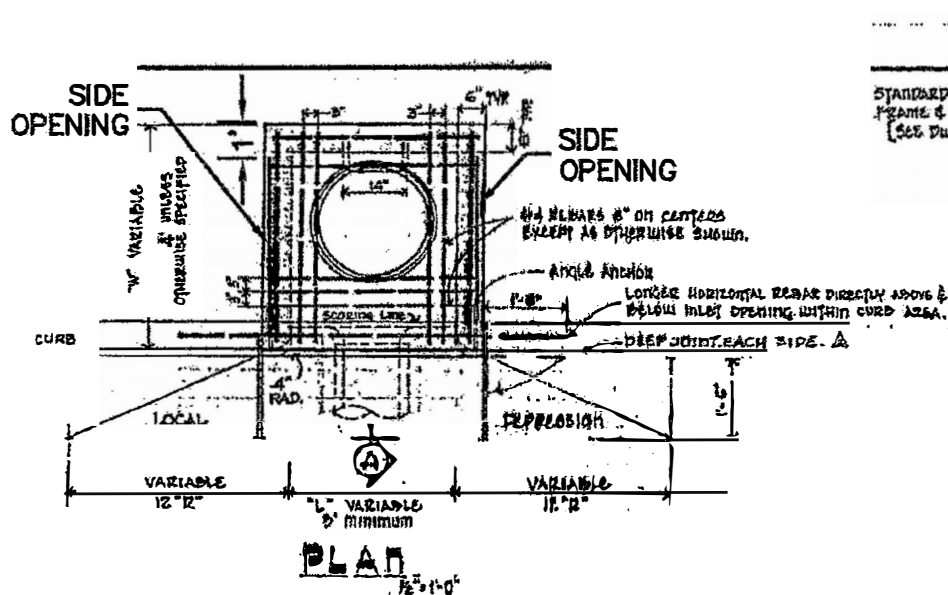


SECTION C-C
1" = 4'



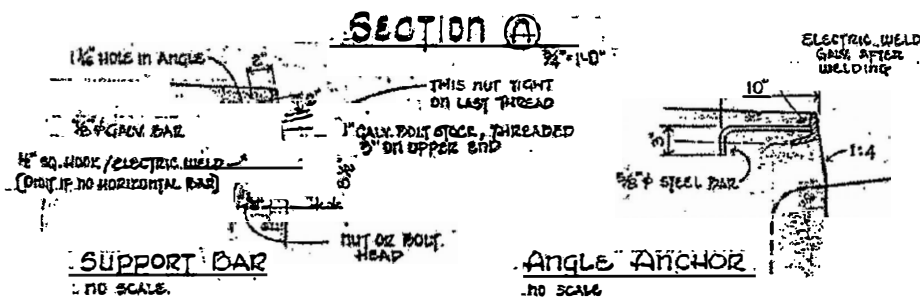
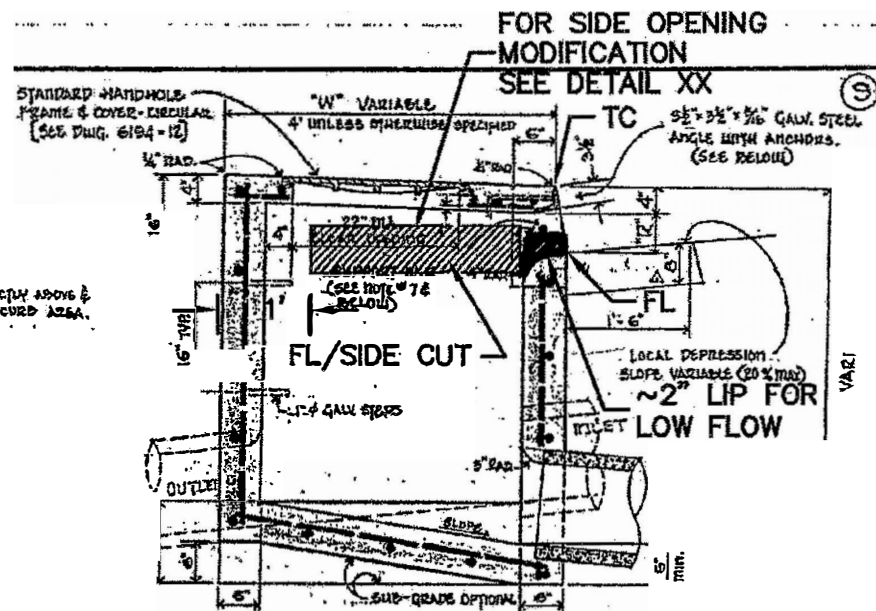
BIORETENTION SECTION
NTS

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



NOTES:

1. "L", "V", "W", AND "R" AS SPECIFIED; MIN. "L" = 3', MIN. "W" = 4' & MIN. "R" = 4'.
2. WHEN BOTH "L" AND "W" EXCEED THE MINIMUM VALUES (3' AND 4' RESPECTIVELY), USE A TYPE G CATCH BASIN (SEE DWG. NO. 6197-14).
3. INLET AND OUTLET LOCATIONS AS SPECIFIED.
4. CONCRETE SHALL BE CLASS "A".
5. REINFORCING: #4 BARS, 12" C-C EXCEPT AS SHOWN OTHERWISE.
6. ALL SPLICES IN REINFORCING SHALL HAVE 10" MIN. LAP (INCLUDING AT CORNERS).
7. HORIZONTAL PROTECTION BAR SHALL BE USED WHEN CURBSIDE IS 10 INCHES OR MORE.
8. WHEN "L" EXCEEDS 3 1/2', VERTICAL SUPPORT BARS SHALL BE USED AT 42" MAX. SPACING.
9. PIPE TO BE PLACED THROUGH CATCH BASIN WHENEVER POSSIBLE.
10. STEPS TO BE USED WHEN "V" IS GREATER THAN 3'-0".
11. EXPOSED SURFACES TO CONFORM TO ADJOINING CURB & WALK IN GRADE AND FINISH.



NO.	11-24-82	ALM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	
NO.	1-21-74	AM	

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT
STANDARD
CATCH BASIN
TYPE 1

APPROVED BY
M. J. Hance
CITY ENGINEER
RED. C. E. NO. 781
12-10-73
DWA. GAK
6980 14

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

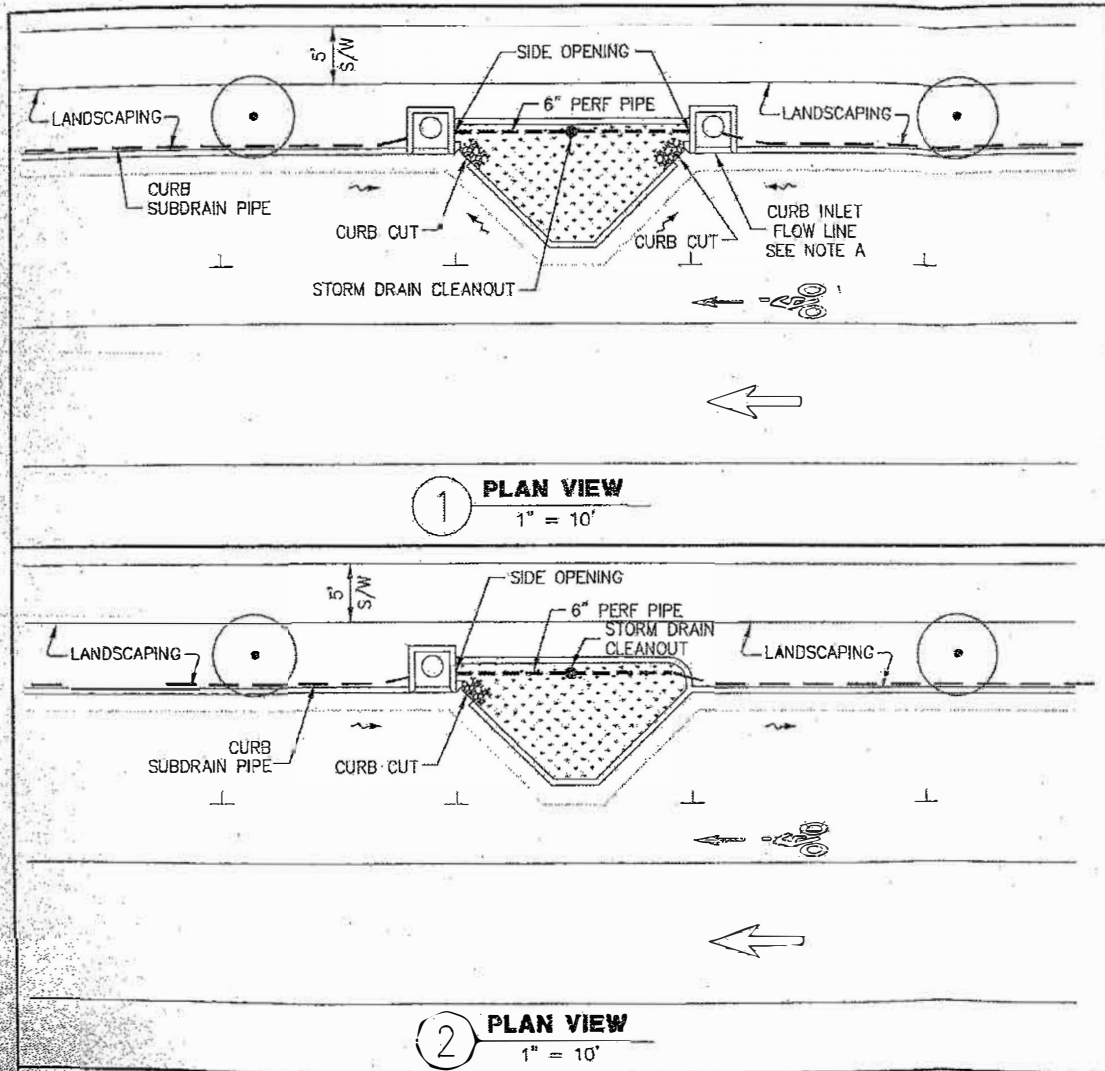
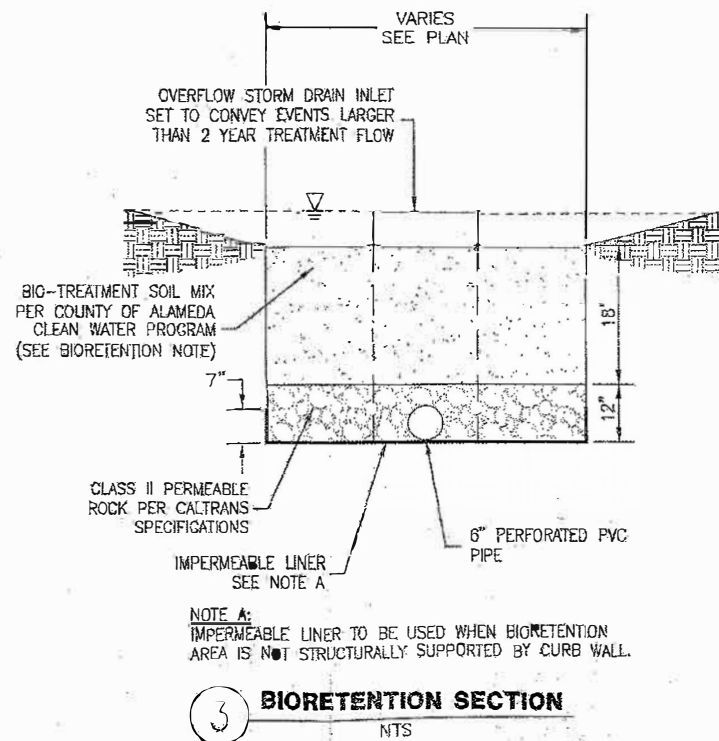


FIGURE 5C - FIFTH STREET BULB OUT BIORETENTION DETAIL
ALAMEDA LANDING
CITY OF ALAMEDA



NOTE

- ① LIP 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.



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

Appendix A

Treadwell&Rollo

A LANEAN 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.

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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).

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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.

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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.

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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.

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- 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.

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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.

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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

FIGURES

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

Phase 1

Phase 3

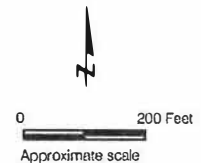
Future

Phase 2

Retail Center

EXPLANATION

- Retail Center
- Approximate Limits of Residential Development Areas



ALAMEDA LANDING
BACKBONE INFRASTRUCTURE
Alameda, California

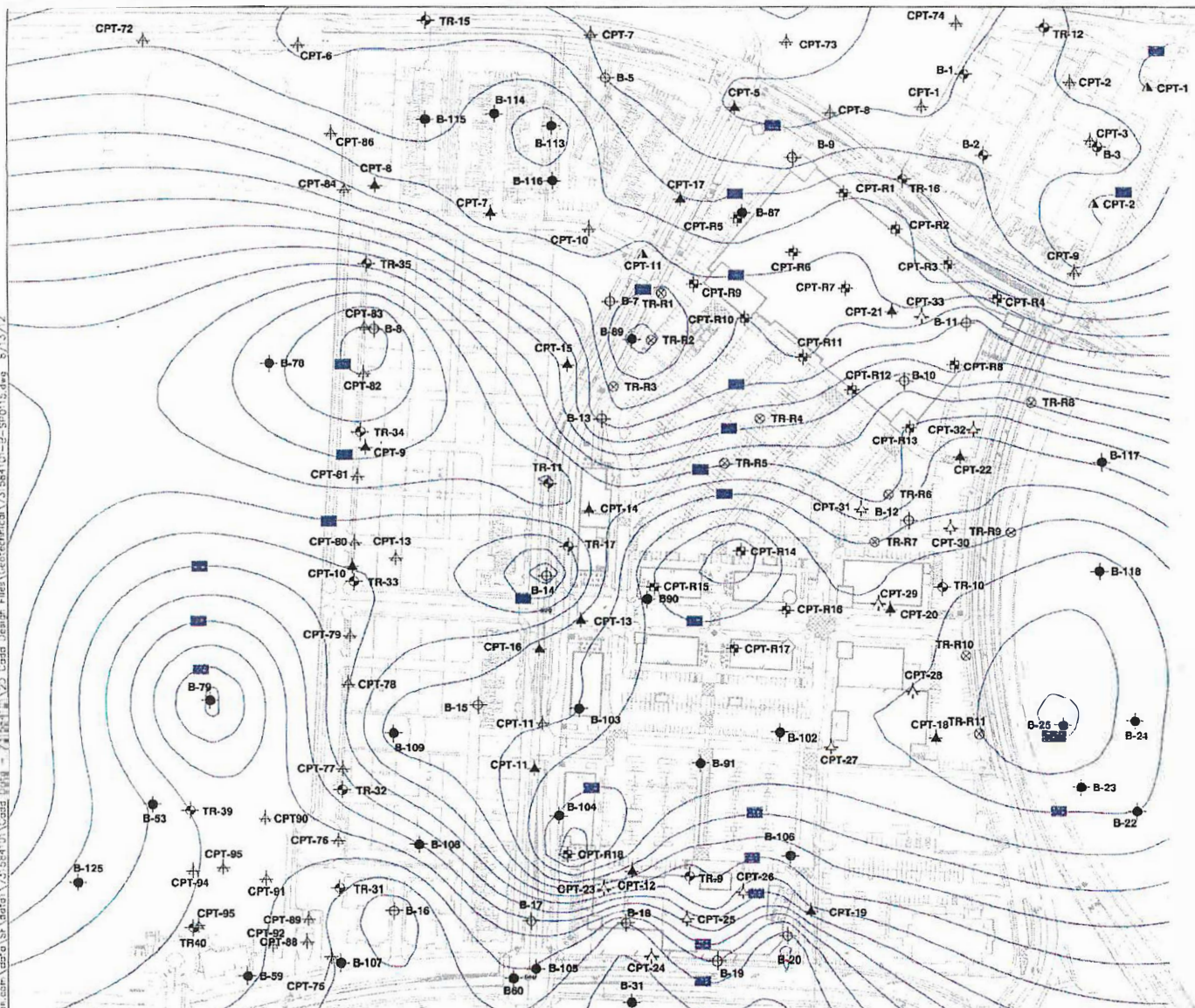
CONCEPTUAL DEVELOPMENT PLAN

Date 08/13/12 Project No. 731584101 Figure 1

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EX 11

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EXPLANATION

- Thickness of Bay Mud Contour (feet)
- Approximate location of cone penetration test for retail development by Treadwell & Rollo, February 2012
- Approximate location of boring (10 to 15 feet bgs) by Treadwell & Rollo, February 2012
- Approximate location of previous boring by others
- Approximate location of boring by Treadwell & Rollo, Inc., March 2000, August 2001, and January to June 2004
- Approximate location of boring by Treadwell & Rollo, Inc., March 2007
- Approximate location of cone penetrometer test by Treadwell & Rollo, Inc., March 2000, August 2001, October 2003, and January through June 2004
- Approximate location of cone penetrometer test by Treadwell & Rollo, Inc., August 2007
- Approximate location of cone penetrometer test by Treadwell & Rollo, Inc., July 2008
- Approximate location of cone penetration test by Treadwell & Rollo, February 2012

0 200 Feet
Approximate scale

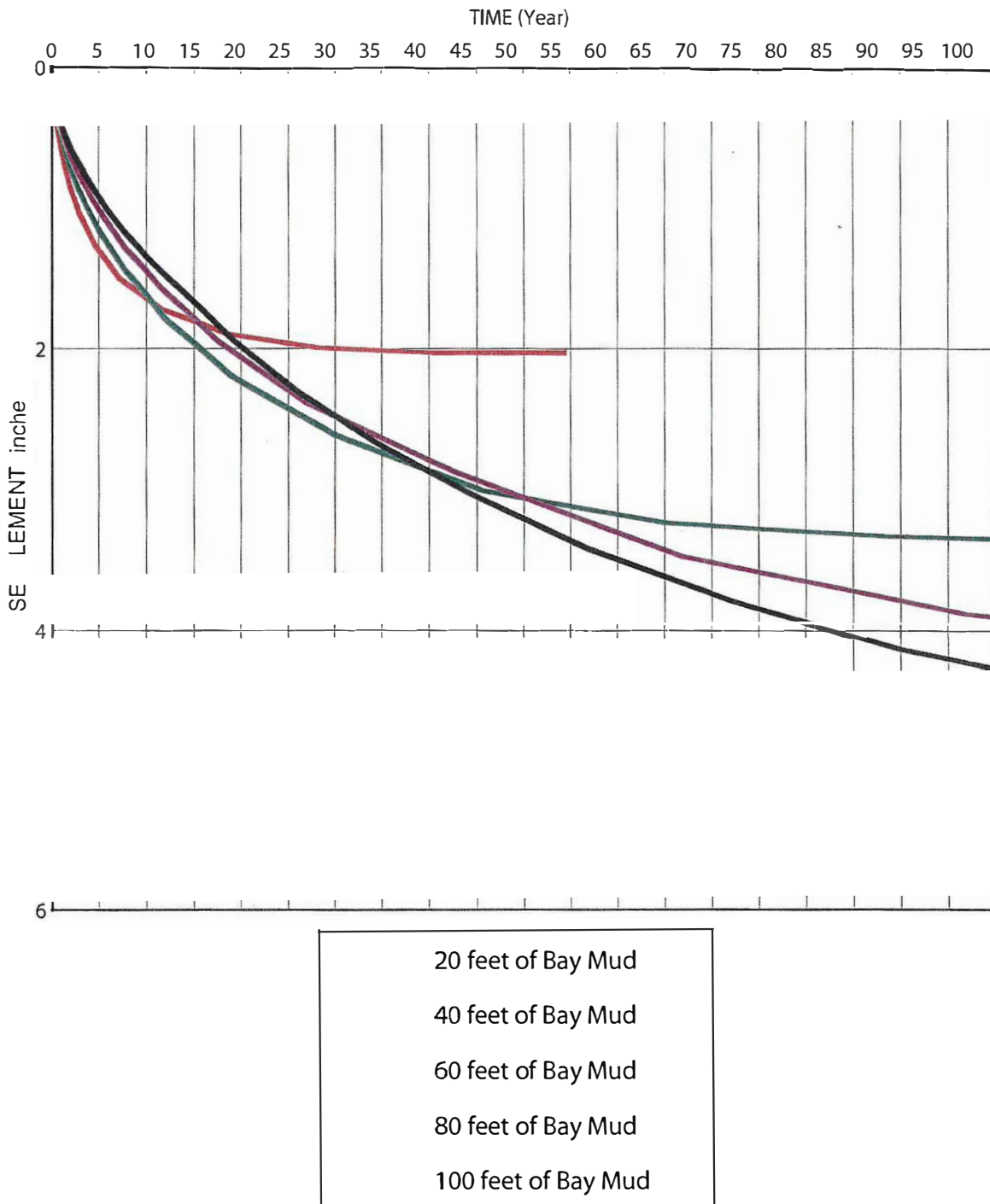
**ALAMEDA LANDING
BACKBONE INFRASTRUCTURE**
Alameda, California

BAY MUD THICKNESS

Date 08/13/12 | Project No. 731584101 | Figure 2

Treadwell & Rollo
A LANGAN COMPANY

References: Basic map from a drawings titled "Fitch Center Conceptual Grading Exhibit," "South Residential Conceptual Grading Exhibit," "North Residential Conceptual Grading Exhibit" by BKF, dated 01/03/12.



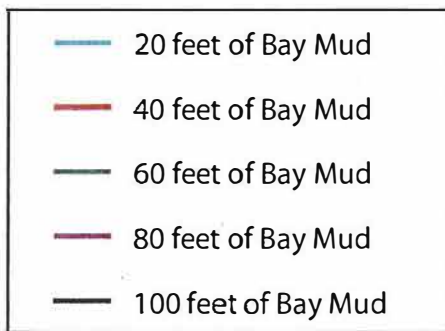
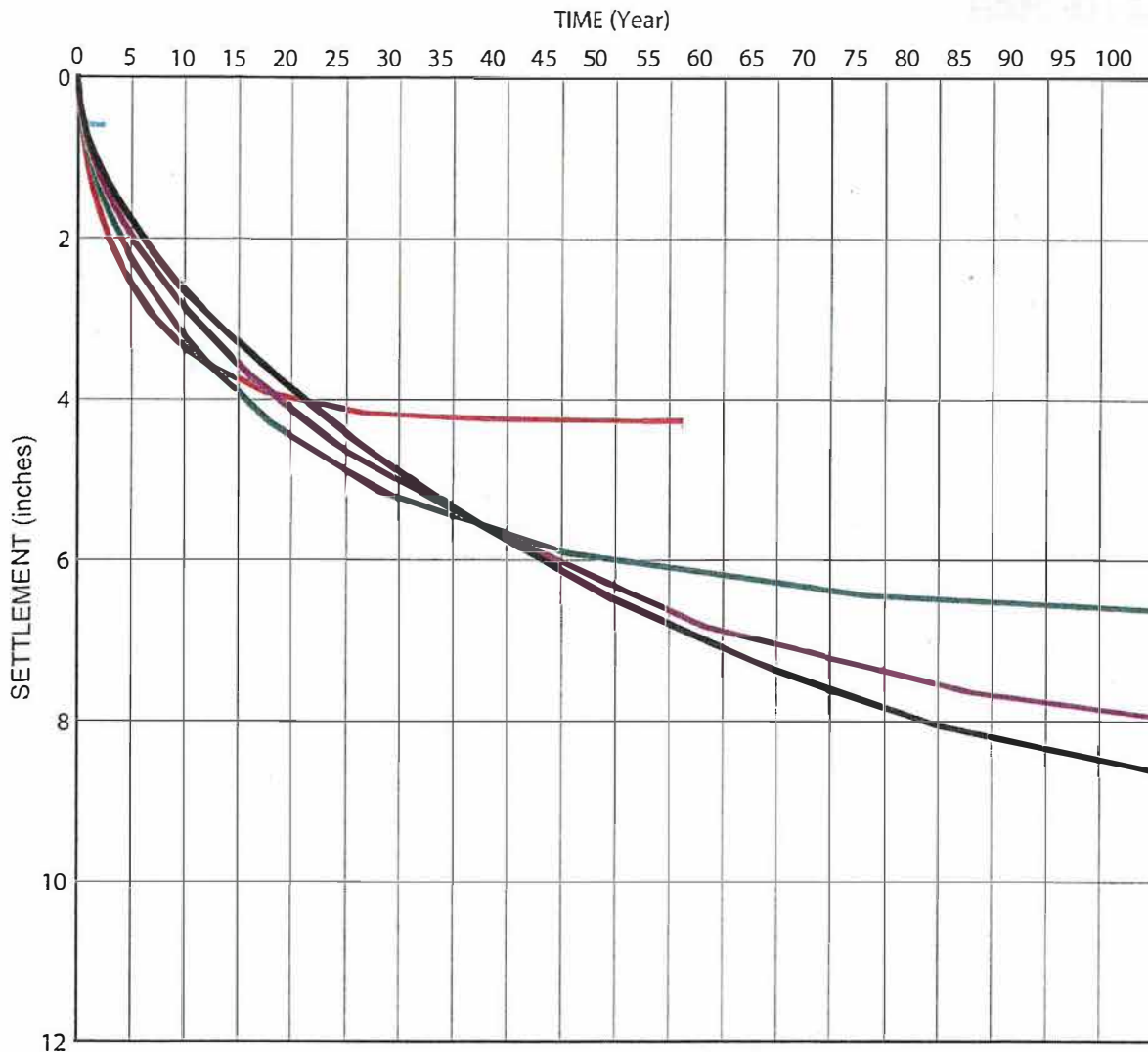
- Notes:
1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.
 2. Settlement curves are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

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

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



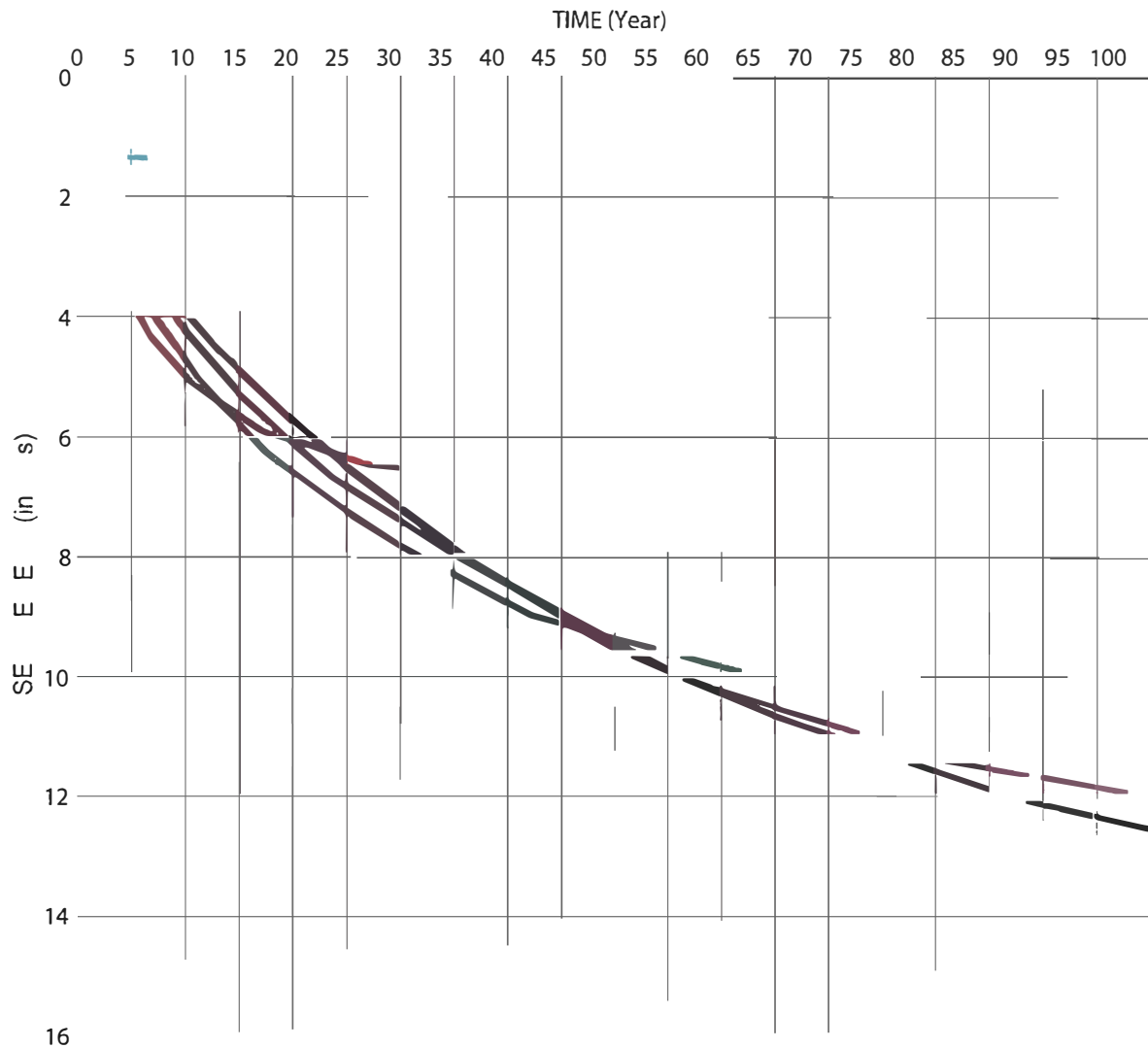
- Notes:
1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.
 2. Settlement curves are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

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Alameda, California

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**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

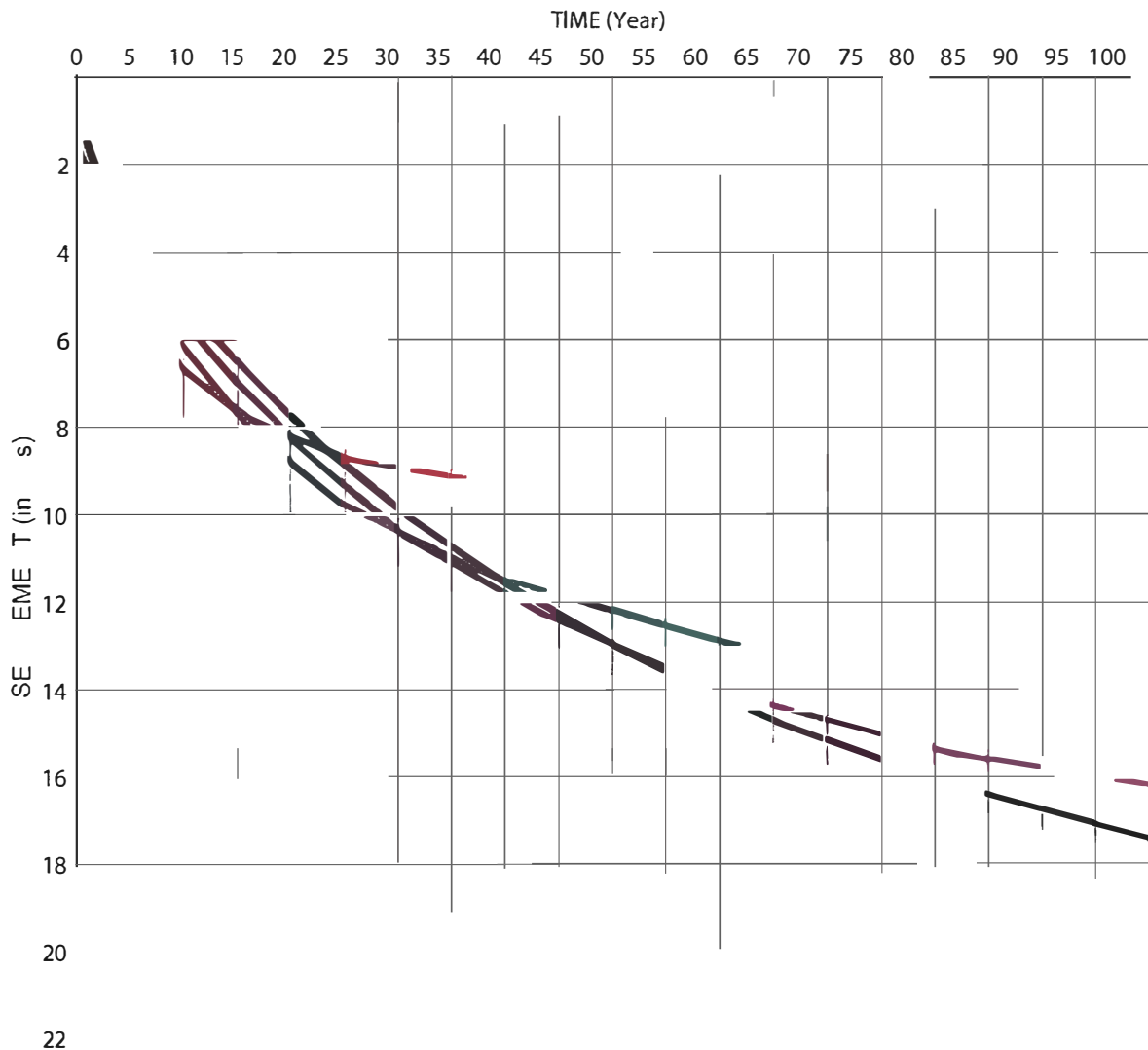
- Notes:
1. Settlement curves are based on assumed existing fill thickness of ten feet. Where the existing fill thickness is less than ten feet, settlements will be somewhat larger. Where the existing fill thickness is more than ten feet, settlements will be somewhat smaller.
 2. Settlement curves are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

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**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

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

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

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):

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.

Bioretention Area Maintenance Plan

Date of Inspection: _____

Property Address: _____

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 G

INTEGRATED PEST MANAGEMENT POLICY WITH CONTRACTOR VERIFICATION FORM AND CONTRACTOR CHECK LIST

INTEGRATED PEST MANAGEMENT POLICY

I. PURPOSE

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

II. OBJECTIVES

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

III. ORGANIZATIONS AFFECTED

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

IV. POLICY

It is the policy of the City of Alameda to:

- A. Comply with Federal requirements for local government to develop and implement an Integrated Pest Management policy or ordinance to address water quality impairment by pesticides, per Section C.9.a. of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, from the California Regional Water Quality Control Board, 10/14/09.
- B. Adopt and implement a policy requiring the use of Integrated Pest Management techniques in the City's operations, as required for all co-permittees of the Alameda Countywide Clean Water Program.
- C. Establish City departmental written standard operating procedures for pesticide use that ensure

implementation of the IPM policy and require municipal employees and contractors working on City property to adhere to IPM standard operating procedures.

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

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

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

V. DEFINITIONS

5.1 *Biological control* - The use of biological technologies to manage unwanted pests. Examples of this type of control include, but are not limited to, the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.

5.2 *Cultural control* - The use of IPM control methods such as grazing, re-vegetation, disking, mulching, proper irrigation, seeding, and landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases, plus good housekeeping.

5.3 *DPR* - Department of Pesticide Regulations for the State of California's Environmental Protection Agency. DPR, in partnership with the Federal Environmental Protection Agency (EPA) and the County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.

5.4 *Integrated Pest Management (IPM)* - IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.

5.5 *Mechanical controls* - The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.

5.6 *PCA* - Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. A licensed PCA, who is registered with the County Agricultural Commissioner, provides written pest control recommendations for agricultural pest management, including parks, cemeteries, and rights-of-way.

5.7 *Pesticides* - Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating

plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

5.8 *QAL* - Qualified Applicator License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.

5.9 *QAC* - Qualified Applicator Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. This certificate allows supervision of applications that may include residential, industrial, landscape, or rights-of-way sites.

5.10 *Structural Pest Control Operator (SPCO- Branch I, II or III)* - A licensed applicator for controlling pests that invade buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

VI. RESPONSIBILITY

6.1 Coordination

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

6.2 Training

6.2.1 All City employees who within the scope of their duties apply or use pesticides that threaten water quality shall be trained in IPM practices, the City's IPM policy, department IPM standard operating procedures, and as required by State of California Department of Pesticide Regulations rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board and the City's NPDES permit. Training opportunities may also include the Bay-Friendly Landscape Maintenance Training and Qualifications Program and EcoWise Certified. Each Department will maintain records of all training activities (e.g., attendees, course outline, date).

6.2.2 City Staff responsible for pest management on City property will ensure annual training is provided to all employees who within the scope of their duties apply pesticides on:

1. Pesticide Safety,
2. This City Policy on IPM and
3. City department IPM standard operating procedures, appropriate Best Management Practices and Integrated Pest Management Technologies.

6.2.3 Pest Control Advisors and Applicators, pest management contractors, and other "contract for service providers" serving City properties will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator and either IPM-certified or under contract to implement IPM. Contract specifications shall require contractors to implement IPM no later than July 1, 2010.

6.3 Public Education and Outreach

6.3.1 The City's Clean Water Program, in participation with the Alameda Countywide Clean Water Program, will continue with its existing program to encourage people who live, work, and/or attend school in Alameda to:

1. Obtain information on IPM techniques to control pests and minimize pesticide use
2. Use IPM technologies for dealing with pest problems
3. Perform pesticide applications according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.

6.3.2 City of Alameda Departments with property leaseholders shall inform property leaseholders of the need to comply with the City Policy on IPM and encourage the use of the most current IPM technologies and Best Management Practices.

6.4 Program Evaluation

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

6.5 Reporting Requirements

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

A. Annual Pesticide Use Summary Report

1. Product name and manufacturer
 2. Active ingredient
 3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30) in order to provide an accounting of pesticide use at City-owned or operated properties.
 4. Target pest(s) for pesticide application(s).
 5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbaryl, fipronil, and copper-based pesticides.
- Annual Pesticide Use Summary Report Forms may be obtained by contacting the Public Works Clean Water Program staff.

B. Annual Training Summary (City departments only)

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

VII. PROCEDURE

7.1 Pesticide Prevention

7.1.1 The City of Alameda shall institute practices that reduce the use of pesticides and result in the purchase of fewer pesticides whenever practicable and cost-effective, but without reducing safety or workplace quality.

7.1.2 The City of Alameda shall direct all employees to implement Good Housekeeping Practices in their workstations, vehicles, break rooms, outdoor work areas, etc., to prevent the conditions that provide a food source and habitat which attract unwanted pests

7.2 Pest Control and Management

7.2.1 The City of Alameda, including all departments and staff herein, and contractors or individuals (QAL, QAC, SPCO) providing pest control services on City property (Applicators) shall follow the City's Integrated Pest Management City Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

7.2.2 Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

7.2.3 Applicators will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

7.3 Pesticide Application

7.3.1 Only City of Alameda employees or appropriate licensed contractors employed by the City who are authorized and trained in pesticide application (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications/licenses or individuals working under the supervision of one of the aforementioned certificate/license holders) and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

7.3.2 City of Alameda employees are not to apply pesticides during municipal operations or on City property that have been purchased at City employee expense. Each City department shall assign a responsible supervisor to identify less-toxic products to be used. If there are no less-toxic products on hand, department employees shall contact the assigned supervisor to be given approved less-toxic pesticides (i.e. Orange Guard, insecticidal soap).

7.3.3 Applicators will select and apply IPM methods that will minimize reliance on pesticides that threaten water quality, human health and the environment.

7.3.4 Existing contracts and New contracts that are entered into with pest management contractors and other appropriately licensed contractors employed to provide services that involve pesticide application at City properties after **June 30, 2010** will include requirements that the contractors follow the requirements of this City Policy on IPM and implement the most current IPM technologies and Best Management Practices.

7.4 Restricted Chemicals

7.4.1 City of Alameda employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use or promote the use of:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil
4. Copper-based pesticides unless:
 - a. Their use is judicious,
 - b. Other approaches and techniques have been considered, and;
 - c. Threat of impact to water-quality is prevented.

7.4.2 Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.

7.4.3 Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.

7.4.4 Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those City employees or appropriately licensed contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

7.5 Best Management Practices (BMPs)

7.5.1 This section includes additional BMPs and control measures not discussed above to protect water quality. These BMPs were previously incorporated into the City of Alameda's Best Management Practices for Pesticides, Herbicides and Fertilizers Usage, utilized by Public Works, Recreation & Parks, Housing Authority and the Golf Complex. An IPM process assists in the determination of whether or not a pesticide application is necessary.

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD₅₀, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.

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

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

The City of Alameda (City) is mandated to:

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

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

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

- ☐ Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- ☐ Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- ☐ Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- ☐ If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

City Departmental Representative

Contractor Representative

Print Name

Print Name

Date

Date

City Department

City Contractor

**City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations**

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

(6) Other chemical controls

Comment: _____

Contractor Representative

Print Name

Date

City Contractor

EXHIBIT H

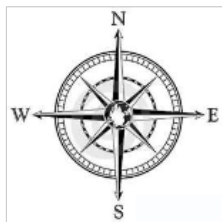
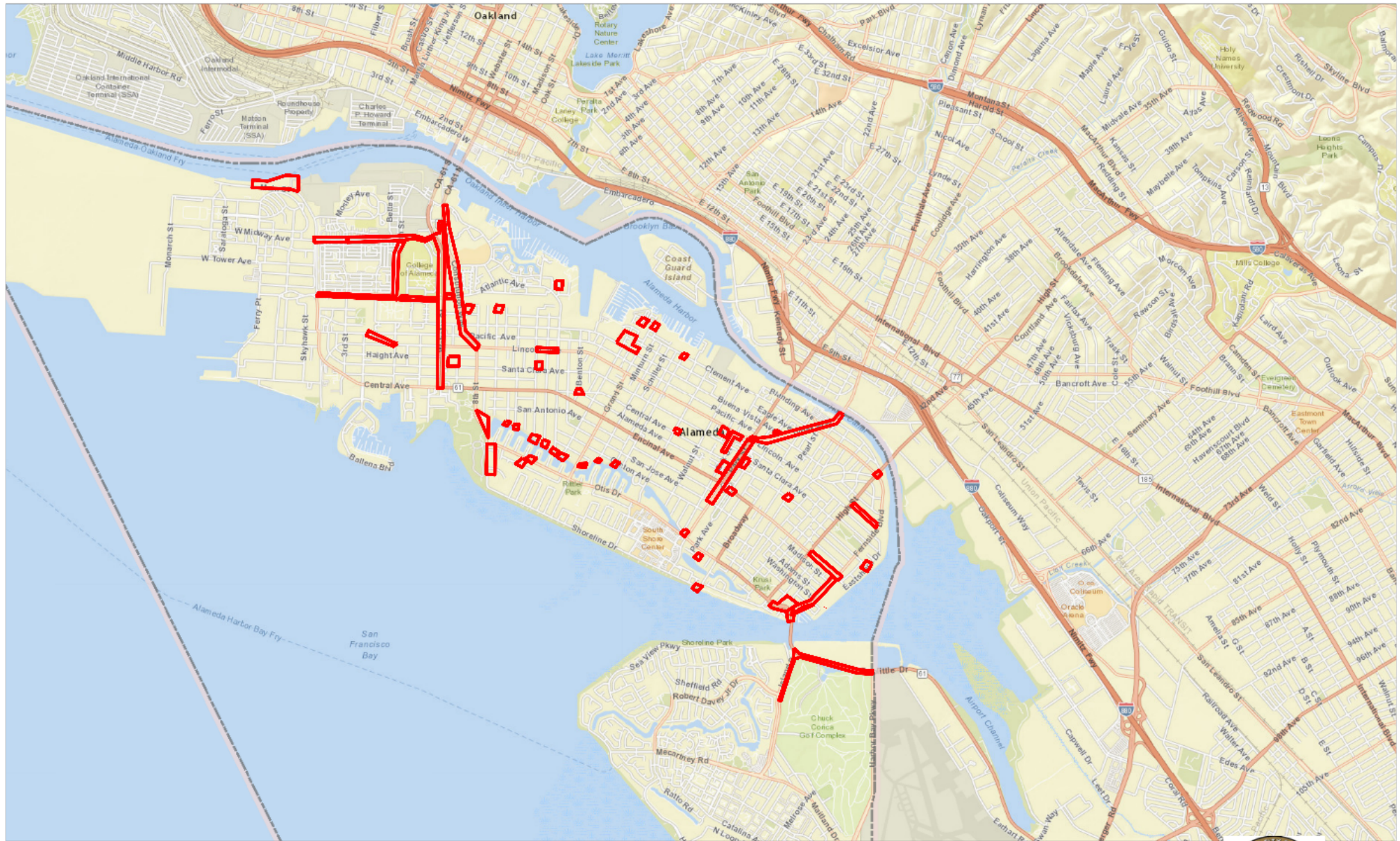
BASE BID - LANDSCAPE WEEKLY REPORT SAMPLE

1-14 Weekly Schedule

Crew	Cadence	Area #	Area Specified	District	Address	Street	Schedule	ME	PM	WC	SM	GC	PD	TR	AR	SD	TC	GF	PW	AD	MD	IR	TW			
1	Weekly	13	Alameda Police Station	3	1555	OAK ST	Mon																			
1	Bi-Weekly	17	Carnegie Library	3	2264	SANTA CLARA AV	Mon																			
1	Bi-Weekly	20	Library Santa Clara Ave	1	778	SANTA CLARA AV	Mon																			
1	Bi-Weekly	22	Palmera Ct	3	1720	PALMERA CT	Mon																			
1	Weekly	10	Park Street	3	1400	PARK ST	Mon																			
1	Bi-Weekly	25e	Park Street & Lincoln Avenue	1	1542	PARK ST	Mon																			
1	Bi-Weekly	25a	Parking Lot A	3	2307	ALAMEDA AV	Mon																			
1	Bi-Weekly	25b	Parking Lot C	3	2417	CENTRAL AV	Mon																			
1	Biweekly	3m	Buena Vista Avenue from Ohlone Street	2	1501	BUENA VISTA AV	Tues																			
1	Weekly	3	Emergency Operations Center	2	1624	BUENA VISTA AV	Tues																			
1	Weekly	1	Encinal Ave High Street to Fernside(Includes Fountain)	4	3233	ENCINAL AV	Tues																			
1	Weekly	2	Ferry Terminal Main St	1	2	MAIN ST LINEAR PARK	Tues																			
1	Weekly	4	Fire Station 3	2	1624	BUENA VISTA AV	Tues																			
1	Weekly	7	Marina Cove	2	1601	BUENA VISTA AV	Tues																			
1	Bi-Weekly	102	Oak St Mini Park				Tues																			
1	Bi-Weekly	25d	Parking Lot O	1	2	MAIN ST LINEAR PK	Tues																			
1	Bi-weekly	5m	Appezatto	1	501	RALPH APPEZZATO M PKWY	Tues																			
1	Bi-Weekly	16	Constitution Way (All Public right of way)	1	801	LINCOLN AV	Wed																			
1	Bi-Weekly	25f	Doolittle Drive, Island to HBP	5	200	ISLAND DR	Wed																			
1	Bi-Weekly	19	Fernside Avenue, at Blanding	4	1901	PEARL ST	Wed																			
1	Bi-Weekly	25g	Lincoln Ave City Parking Lot	1	2240	LINCOLN AV	Wed																			
1	Weekly	8	Mastick Senior center				Wed																			
1	Biweekly	1m	Otis Drive from Fernside Boulevard to High Street	4	980	FERNSIDE BL	Wed																			
1	Bi-Weekly	25c	Parking Lot W	1	710	HAIGHT AV	Wed																			
1	Weekly	9	Vets Building	3	2203	CENTRAL AV	Wed																			
1	Bi-Weekly	24	Westline Drive Median	1	839	PORTOLA AV	Wed																			
1	Bi-weekly	21	Scout Mini Park	3	2235	OTIS DR	Wed																			
1	Monthly	36	Lincoln St Medians	1	1100	LINCOLN AV	Wed																			
1	Weekly	14	Alameda Landing Bioswales	1	2300	5TH ST	Thurs																			
1	Weekly	12	Alameda Landing Planters	1	2300	5TH ST	Thurs																			
1	Biweekly	11	RAMP from Main to Webster street		1400	WEBSTER ST	Thurs																			
1	Bi-Weekly	15	Atlantic Avenue(Constitution-Webster, All Public Right of Way)	1	701	ATLANTIC AV	Fri																			
1	Weekly	6	City Hall	3	2263	SANTA CLARA AV	Fri																			
1	Weekly	5	Main Library	3	1550	OAK ST	Fri																			
1	Biweekly	4m	Marshall Way from Fifth street to Fourth street	1	404	MARSHALL WY	Fri																			
1	Bi-Weekly	23	Thompson Ave High Street to Fernside Median				Fri																			
1	Weekly	2m	Webster Street	1	551	RALPH AP. M. PKWY	Fri																			
1	Biweekly	11	Webster Street from RAMP(South)		1400	WEBSTER ST	Fri																			

EXHIBIT I

BASE BID - SITE MAP



City of Alameda Web Map



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

15m
6000ft
122° 12' 24.133" 37° 47' 38.604" Scale 1:43,191

4/4/2017

EXHIBIT J

BASE BID - 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.



EXHIBIT K

LANDSCAPE GPS

Asset	Asset Type	Vehicle Type	Resource/ Crew	From Time	To Time	Duration	Address	POI	POI Code	During Working Hours	Valid GPS	Latitude	Longitude	LSD	Related Asset	Run
92061	East Bay - Fleet			Feb 25, 2019 7:21:50 AM	Feb 25, 2019 8:49:50 AM	1 h 28 min	1475 Park St Alameda CA			Yes	Yes	37.76509	-122.242			
92061	East Bay - Fleet			Feb 25, 2019 8:54:56 AM	Feb 25, 2019 9:03:19 AM	8 min	1563 Oak St Alameda CA	Dist3Area5FreqW		Yes	Yes	37.76688	-122.2426			
92061	East Bay - Fleet			Feb 25, 2019 9:11:33 AM	Feb 25, 2019 9:20:40 AM	9 min	1780 Palmera Ct Alameda CA			Yes	Yes	37.76427	-122.2603			
92061	East Bay - Fleet			Feb 25, 2019 9:28:18 AM	Feb 25, 2019 9:44:57 AM	17 min	722 Haight Ave Alameda CA	Dist1Area25cFreqB		Yes	Yes	37.77399	-122.2759			
92061	East Bay - Fleet			Feb 25, 2019 9:48:17 AM	Feb 25, 2019 9:54:51 AM	7 min	786 Santa Clara Ave Alameda CA	Dist1Area20FreqB		Yes	Yes	37.77317	-122.273			
92061	East Bay - Fleet			Feb 25, 2019 10:02:54 AM	Feb 25, 2019 10:13:47 AM	11 min	2307 Alameda Ave Alameda CA	Dist3Area25aFreqB		Yes	Yes	37.76381	-122.2443			
92061	East Bay - Fleet			Feb 25, 2019 10:21:47 AM	Feb 25, 2019 10:43:20 AM	22 min	Tilden Way Alameda CA			Yes	Yes	37.76697	-122.2363			
92061	East Bay - Fleet			Feb 25, 2019 10:46:25 AM	Feb 25, 2019 12:03:22 PM	1 h 17 min	1902 Broadway Alameda CA			Yes	Yes	37.76794	-122.2346			
92061	East Bay - Fleet			Feb 25, 2019 12:07:25 PM	Feb 25, 2019 1:17:02 PM	1 h 10 min	2087 Versailles Ave Alameda CA	Dist4Area38FreqM		Yes	Yes	37.76804	-122.2309			
92061	East Bay - Fleet			Feb 27, 2019 7:16:33 AM	Feb 27, 2019 8:25:50 AM	1 h 9 min	Tilden Way Alameda CA			Yes	Yes	37.76833	-122.231			
92061	East Bay - Fleet			Feb 27, 2019 8:35:47 AM	Feb 27, 2019 8:53:15 AM	17 min	Fernside Blvd Alameda CA	Dist4Area19FreqB		Yes	Yes	37.76746	-122.2332			
92061	East Bay - Fleet			Feb 27, 2019 9:02:30 AM	Feb 27, 2019 9:15:36 AM	13 min	Tilden Way Alameda CA			Yes	Yes	37.76833	-122.231			
92061	East Bay - Fleet			Feb 27, 2019 9:35:28 AM	Feb 27, 2019 10:44:51 AM	1 h 9 min	477 Mitchell Ave Alameda CA			Yes	Yes	37.7901	-122.2808			
92061	East Bay - Fleet			Feb 27, 2019 10:56:58 AM	Feb 27, 2019 12:00:12 PM	1 h 3 min	762 Marina Village Pkwy Alameda CA			Yes	Yes	37.78277	-122.2745			
92061	East Bay - Fleet			Feb 27, 2019 12:05:30 PM	Feb 27, 2019 1:18:12 PM	1 h 13 min	781 Atlantic Ave Alameda CA			Yes	Yes	37.7799	-122.2747			
92061	East Bay - Fleet			Feb 28, 2019 7:38:27 AM	Feb 28, 2019 9:40:17 AM	2 h 2 min	477 Mitchell Ave Alameda CA			Yes	Yes	37.79011	-122.2808			
92061	East Bay - Fleet			Feb 28, 2019 9:51:18 AM	Feb 28, 2019 12:11:03 PM	2 h 20 min	Constitution Way Alameda CA			Yes	Yes	37.7818	-122.2753			
92061	East Bay - Fleet			Feb 28, 2019 12:15:55 PM	Feb 28, 2019 1:18:46 PM	1 h 3 min	Constitution Way Alameda CA			Yes	Yes	37.78036	-122.2751			