REQUEST FOR QUOTATIONS

MAINTENANCE OF THE BAYPORT STORMWATER TREATMENT POND

CITY OF ALAMEDA

June 15, 2017

Important Dates:

Quotation Due Date: Wednesday, June 28, 2017

Award of Agreement: July 2017 Projected Start Date: July 2017

Contact:

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

Phone: (510) 747-7957 Fax: (510) 769-6030

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I. INTRODUCTION

The City of Alameda ("City") is requesting quotations from qualified organizations to assist the City in the Maintenance of the Bayport Stormwater Treatment Pond.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with the City of Alameda Specifications, Special Provisions and Plans.

B. Purpose of the Request.

The City desires to obtain the services of an outside organization to help the City in the Maintenance of the Bayport Stormwater Treatment Pond. The selected organization will provide the full range of services including pond debris removal – leaves, algae, etc., Algacide applications as necessary, Herbicide applications for vegetation control, basic water analysis (meter only), Inflow/Outflow clearing, system maintenance and weed and trash control in fenced area including keeping the perimeter path free of debris..

II. SCOPE OF SERVICES

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work. Details about the Bayport Stormwater Treatment Pond are included in Exhibit C. Please complete the attached Exhibit A and return to the City per directions in Section V. If you have any questions, please contact:

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

III. PREVAILING WAGE

A. <u>Laws To Be Observed</u>. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. <u>Prevailing Wages</u>:

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 and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.
- 3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.
- 4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- 5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.
- 6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.
- 7. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.
- 8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined

by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

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

C. 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 ($1\frac{1}{2}$) 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.

D. 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. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. 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.

E. <u>Apprentices</u>.

- 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.
- F. <u>Labor Discrimination</u>. 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.

G. <u>Registration Of Contractors</u>. 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.

IV. QUOTATION FORMAT

All Quotations shall include the following minimum information:

A. Proposed Project Schedule.

The project is anticipated to start by July, 2017 and be completed by June 2018 with the potential to be extended for 4 one year terms.

The City shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Bidder to carry out orders given, or to perform any of the provisions of the work. The Bidder shall immediately obey such orders of the Owner and shall not resume the work until ordered in writing by the Owner.

V. SELECTION PROCESS

A. Qualifications.

All quotations received by the due date will be evaluated by the City. Only information which is received in response to the RFQ will be evaluated.

B. Selection Criteria.

The City will select the most qualified Quotation. A sample agreement and details about the stormwater treatement pond are attached. Quotations will be rated based on the exceptions taken to the proposed contract. The City reserves the right to reject all Quotations.

C. Proposed Selection and Project Schedule.

Quotation Due Date: Wednesday, June 28, 2017

Award of Agreement: July 2017 Projected Start Date: July 2017

VI. QUOTATION DUE DATE AND DELIVERY

One sealed Request for Quotation, Exhibit A, including any Addendums, clearly marked with the project name "Maintenance of Bayport Stormwater Treatment Pond", should be submitted no later than:

2:00 p.m. on Wednesday, June 28, 2017

Attention to Liz Acord at the address below. All copies received by that time will be date and time stamped. Quotations will not be accepted after this time. Quotations should be addressed to:

Public Works Department 950 W. Mall Square, Room 110 Alameda, CA 94501 ATTN: Liz Acord

Faxed or Emailed quotations will not be accepted. Hand carried quotations will be accepted at the above address.

VII. CONDITIONS OF REQUEST

A. General Conditions.

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

Any changes to the Quotation requirements will be made by written addendum sent by email.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for Quotations. 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 Quotation 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. Standard Service Provider Agreement.

A sample service provider agreement has been provided in the Appendix for the bidder's review and comment. If a bidder wishes to take exception to <u>any</u> of the terms and conditions contained in the contractor agreement, these should be identified specifically and with the quotation; otherwise it will be assumed that the bidder 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 bidder. 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 RFQ, and the successful bidder 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 Quotation. The contractor agreement will not be executed by the City without first being signed by the bidder.

D. Permits and Licenses.

Bidder, and all of bidder's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

E. Bidder's Representative.

The person signing the Quotation must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

F. Award of Contract

The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best quotation and whose Quotation best complies with all requirements described herein. The award, if made, will be made within ten days after the opening of the bids.

VIII. IPM CONTRACT SPECIFICATIONS

COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

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

Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the

environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties. Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1) 1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds); 2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion); 3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area); 4. Biological controls (e.g., natural enemies or predators); (5) 5. Reduced-risk chemical controls (e.g., soaps or oils); 6. Other chemical controls. Prior to applying chemical controls the contractor shall complete a checklist (attached) for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy. Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment: 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA) 2. 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), and fipronil 4. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented. Contractor shall sign the Contractor Verification Form (attached) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager. Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide. Contractor shall provide a copy of any current IPM certifications(s) to the City's project

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

manager prior to initiation of the service work.

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

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:

property. Please provide a written explanation in each section below of why the specific pest

(6) Other chemical controls		
Comment:		
Contractor Representative		
Print Name		
Date	_	
City Contractor	-	

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

The City of Alameda (City) is mandated to:

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

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

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

	Pest Management Contractor shall provide	to City project manager for pre-approval the
	Pest Management Considerations Checklist Pest Management Contractor shall avoid th water quality, human health and the environ o Acute Toxicity Category I cher Protection Agency (EPA) o Organophosphate pesticides (e.g., malathion) o Pyrethroids (bifenthrin, cyfluthrin, esfenvalerate, lambda-cyhalothrin, (e.g., carbaryl), and fipronil o Copper-based pesticides unless th	the use of the following pesticides that threaten ment: nicals as identified by the Environmental those containing Diazinon, chlorpyrifos or beta-cyfluthrin, cypermethrin, deltamethrin, permethrin, and tralomethrin), carbamates their use is judicious, other approaches and
<u> </u>	Report of all pesticide usage in support of City operations including product name at manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons f any increase in use of any pesticide.	
City I	Departmental Representative	Contractor Representative
	Print Name	Print Name
	Date	Date

City Department

City Contractor

ATTACHMENTS:

Exhibit A – Scope of Work/Request for Quotation Exhibit B – Standard Service Provider Agreement

Exhibit C – Excerpt – Bayport Stormwater Treatment Pond Inspection and Maintenance Plan

EXHIBIT A SCOPE OF WORK/REQUEST FOR QUOTATION

The selected organization will provide the full range of services including pond debris removal – leaves, algae, etc., Algacide applications as necessary, Herbicide applications for vegetation control, basic water analysis (meter only), Inflow/Outflow clearing, system maintenance and weed and trash control in fenced area including keeping the perimeter path free of debris..

Proposes shall furnish all 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	Approximate	Items with Unit Prices	Unit	Total	
No.	Quantity	Written in Words	Price	Price	
1.	12 Months	Maintenance twice a month			
		@	\$	\$	_
			\$	\$	
		Month			
TOT	AL QUOTATION:			\$	
	ant of Time Required				
VV OTK	After Receipt of Wo	ork Order: <u>10</u> Days			

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ____ day of July, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services for Maintenance of the Bayport Stormwater Treatment Pond. City staff issued an RFB on June 15, 2017, after a submittal period of fourteen days received ____ of timely submitted bids, and the bids were opened on June 28, 2017. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. Service 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 Service Provider desire to enter into an agreement for Maintenance of the Bayport Stormwater Treatment Pond, upon the terms and conditions herein.

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

1. **TERM**:

The term of this Agreement shall commence on the 1st day of July 2017, and shall terminate on the 30th day of June, 2018, 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 Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

2. **SERVICES TO BE PERFORMED**:

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

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

3. **COMPENSATION TO CONTRACTOR**:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in <u>Exhibit B</u> 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 <u>Exhibit B</u>.
- b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. <u>TIME IS OF THE ESSENCE:</u>

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

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS**:

- a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnity Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.
- b. <u>Indemnification for Claims for Professional Liability Only:</u> As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE**:

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

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California.

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

Commercial general liability coverage in the following minimum limits:

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

\$2,000,000 aggregate - all other

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

\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

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

or

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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. **CONFLICT OF INTEREST:**

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

12. **PROHIBITION AGAINST TRANSFERS**:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an

assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. **APPROVAL OF SUB-PROVIDERS:**

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.
- c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. **RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to

sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

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

17. **NOTICES:**

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

City of Alameda

[Department]

[Address]

Alameda, CA 94501

ATTENTION: Liz Acord, Acting Public Works Coordinator

Ph: (510) 747-7930 / Fax: (510) 769-6030

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

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

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

18. **SAFETY:**

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

19. **TERMINATION:**

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

20. **ATTORNEY'S FEES:**

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

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

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

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

Signatures on next page

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

COMPANY (A California corporation, partnership, sole proprietor, individual)	CITY OF ALAMEDA A Municipal Corporation
NAME TITLE	Jill Keimach City Manager
	RECOMMENDED FOR APPROVAL
NAME TITLE	
	Liam Garland Acting Public Works Director
	APPROVED AS TO FORM: City Attorney
	Janet Kern City Attorney

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

<i>PHH</i> •	
NI	

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER: COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person or Organization:

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

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

REF:

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

NOTICE OF CANCELLATION:

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.

CA 20 48 02 99 Page 1 of 1

1.0 INTRODUCTION

EXHIBIT C

Background and Overview

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

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



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

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

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

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

Applicable Regulations

National Pollutant Discharge Elimination System Permits

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

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

Lake and Streambed Alteration Agreement

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

Clean Water Act § 404/401

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

2.0 BAYPORT STP FEATURES

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

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



Figure 2 - Inlet Structure

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

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

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

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

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



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

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



Figure 4 - Minor erosion on side slope

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



Figure 5 – Outlet structure

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

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

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

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



Figure 6 - Stand pipe from aeration system

APPENDIX A AS-BUILT PLANS

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

STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA

BASIS OF BEARINGS

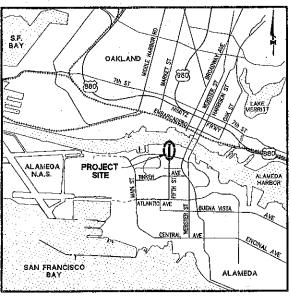
THE BEARING S87'25'47"E BETWEEN STATION 4 AND STATION 5 OF THE

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

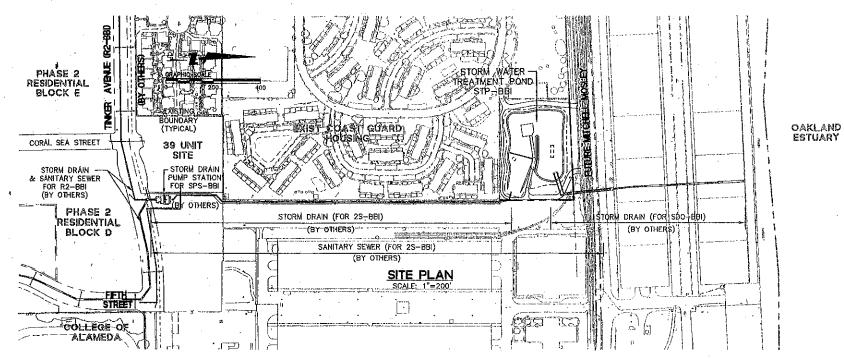
<u>DATUM</u>

CITY OF ALAMEDA.

AS-BUILT



LOCATION MAP



REVIEWER'S STATEMENT

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

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

CITY ENGINEER FOR CATELLUS PROJECT

ENGINEER'S STATEMENT

THESE IMPROVEMENT PLANS HAVE BEEN PREPARED BY ME OR UNDER

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

9/7/05

GEOTECHNICAL ENGINEER'S CERTIFICATE

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

CRAIG HALL, GE 2556 GEOTECHNICAL ENGINEER

PROJECT COVER SHEET



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

DRAWN MM

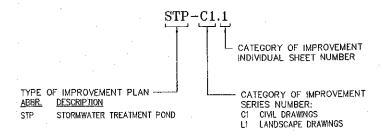
11/15/04 SCALE AS SHOWN PROJECT NO. 20010182-

CHECKED DGS

PROJECT DRAWING INDEX

SHT. NO.	DESCRIPTION
	PROJECT
STP-C0.1	PROJECT COVER SHEET
STP-C0.2	PROJECT DRÁWING INDEX, LEGEND AND ABBREVIATIONS
STP-C0.3	PROJECT GENERAL NOTES
STP-C0.4	CITY STANDARO NOTES
	STORMWATER TREATMENT POND
STP-C1.1	TREATMENT POND LÁYOUT PLÁN
STP-C1.2	TREATMENT POND DETAILS
STP-C1.3	TREATMENT POND DETAILS
STP-C1.4	FINISH GRADING PLAN
STP-C2.1	DIAGRAMATIC AERATION PLAN
STP-C2.2	AERATION DETAILS
STP-G2.3	AERATION DETAILS
	LANDSCAPE
STP-L1.1	PHASE 1 PLANTING PLAN; NOTES AND DETAILS
STP-L1.2	PHASE 1 PLANTING DETAILS

SHEET NUMBERING SYSTEM



LEGEND

ABBREVIATIONS

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

SUB-CONSULTANT



DEVELOPER



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

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

CITY OF ALAMEDA CALFORNA ENGINEERING DEPARTMENT

CITY ENGINEER STP-CO.2

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

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

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

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

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

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

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

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

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

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

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

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

24. PUMPING SUBGRADE

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

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

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

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

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

PRECEDENCE OF DOCUMENTS

CONTRACTS

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

GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

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

IMPROVEMENT PLANS

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

ANCILLARY DOCUMENTS

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

SUB-CONSULTANT

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

CONSULTANT

CATELLUS

DEVELOPER

OWNER

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

CITY OF ALAMEDA CALFORMA ENGINEERING DEPARTMENT

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

PROJECT GENERAL NOTES

CITY ENGINEER

sty engineer seál

STP-C0.3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. COMPACTION TESTS WILL BE PERFORMED ON ALL TRENCHES AND STREET WORK INCLUDING BUT NOT LIMITED TO SUB-GRADE SOILS, AGGREGATE SUBBASE AND BASE COURSE MATERIALS TO VERIFY THAT COMPACTION CONFORMS TO CITY STANDARDS AND THE GEOTECHNICAL REFORT RECOMMENDATIONS (SEE NOTE 5, SHEET STP-C0.3). IESTIMATED REVICES SHALL BE PERFORMED BY A CERTIFIED TESTING LABORATORY IN CONFORMANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALIRANS). SOIL SAMPLING AND TESTING FREQUENCY SHALL CONFORM TO CHAPTER 8 OF THE CALTRANS CONSTRUCTION MANUAL AND AS DIRECTED BY THE GOTECHNICAL ENGINEER AND/OR CITY ENGINEER. ALL TESTING WILL BE AT THE CONTRACTOR'S EXPENSE.

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

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

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

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

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

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

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

24. ALL CONSTRUCTION VEHICLES SHALL ADHERE TO CITY OF ALAMEDA TRUCK ROUTES.

DURING CONSTRUCTION. THE CITY STREETS SHALL BE CLEANED AS OFTEN AS REQUIRED

TO REMOVE ANY ACCUMULATION OF MUD AND DEBRIS RESULTING FROM THIS.

CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY THE CITY

OF ALAMEDA FOR HAULING ON LOCAL STREETS.

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

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

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

28. CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MUFFLED. UNNECESSARY IDLING OF GRADING CONSTRUCTION EQUIPMENT IS PROHIBITED. ALL ENGINE—DRIVEN, CONSTRUCTION YEHICLES, EQUIPMENT AND PREUMANT COOLS SHALL BE REQUIRED TO USE EFECTIVE.

INTAKE AND EXHAUST MUFFLERS: EQUIPMENT SHALL BE PROPERLY ADJUSTED AND MAINTAINED. ALL CONSTRUCTION EQUIPMENT SHALL BE EQUIPPED. WITH MUFFLERS IN ACCORDANCE WITH OSHA STANDARDS. CONSISTENT WITH MITTER THAN MEASURE NOT—CDP—1

AND NOT—SDP—1 IDENTIFIED IN THE MITTER TON MONITORING PROGRAM.

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

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

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

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

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

121/17/78/2015

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

35. TRASH AND DEBRIS SHALL BE CLEANED UP DAILY ON ALL PUBLIC STREETS IN THE PROJECT VICINITY AND ALONG HAUL ROUTES. SWEEP AS NEEDED AND AS DIRECTED BY

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

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

SUB-CONSULTANT

0. 61158 P. 09/30/05

SUITE 104 PLEASANTON, CA

CONSULTANT

CATELLUS

DEVELOPER



OWNER

SY APP. ORAYIN MM cHecked DGS 11/15/04 scale NTS

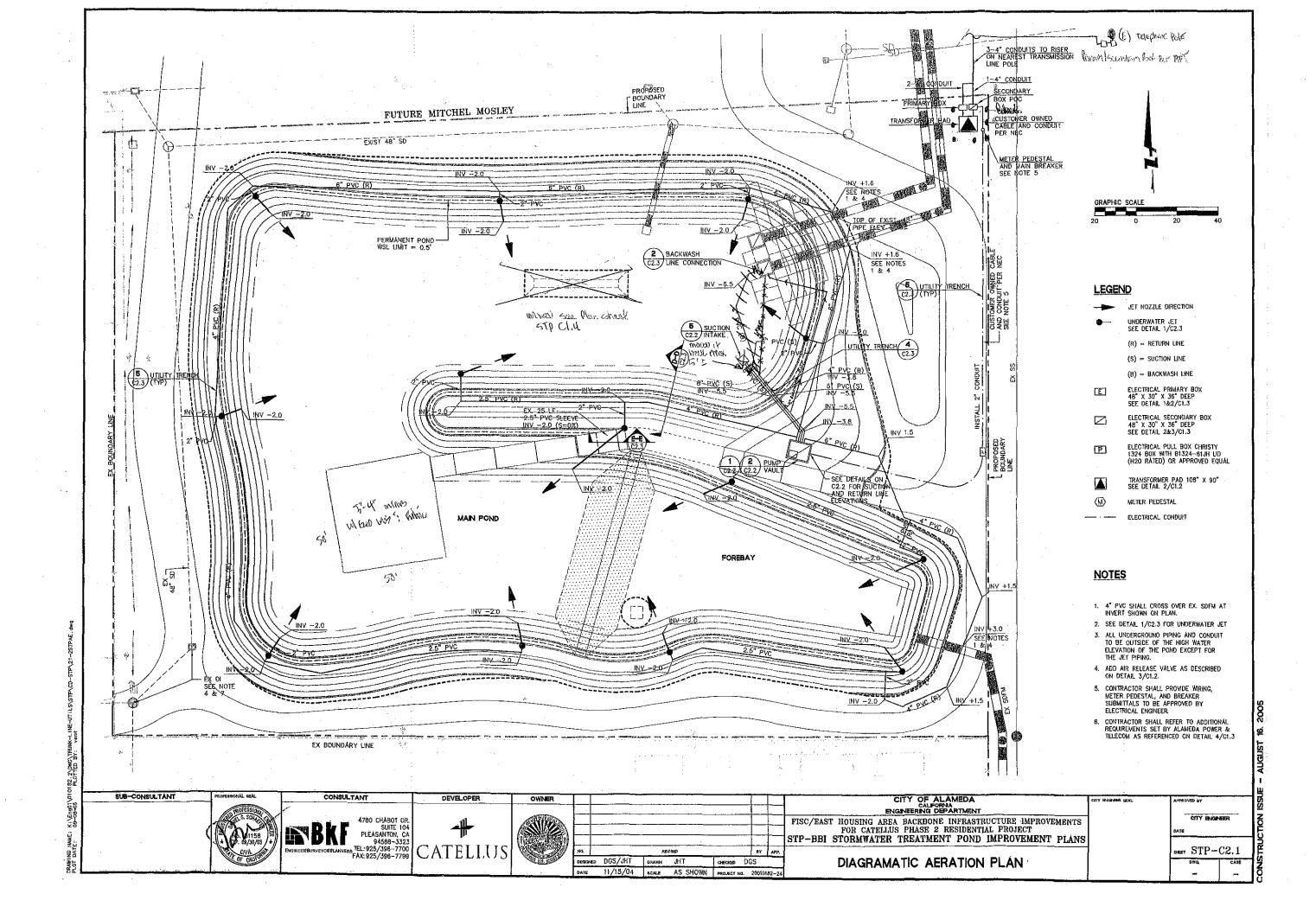
ENGINEERING DEPARTMENT FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS
FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

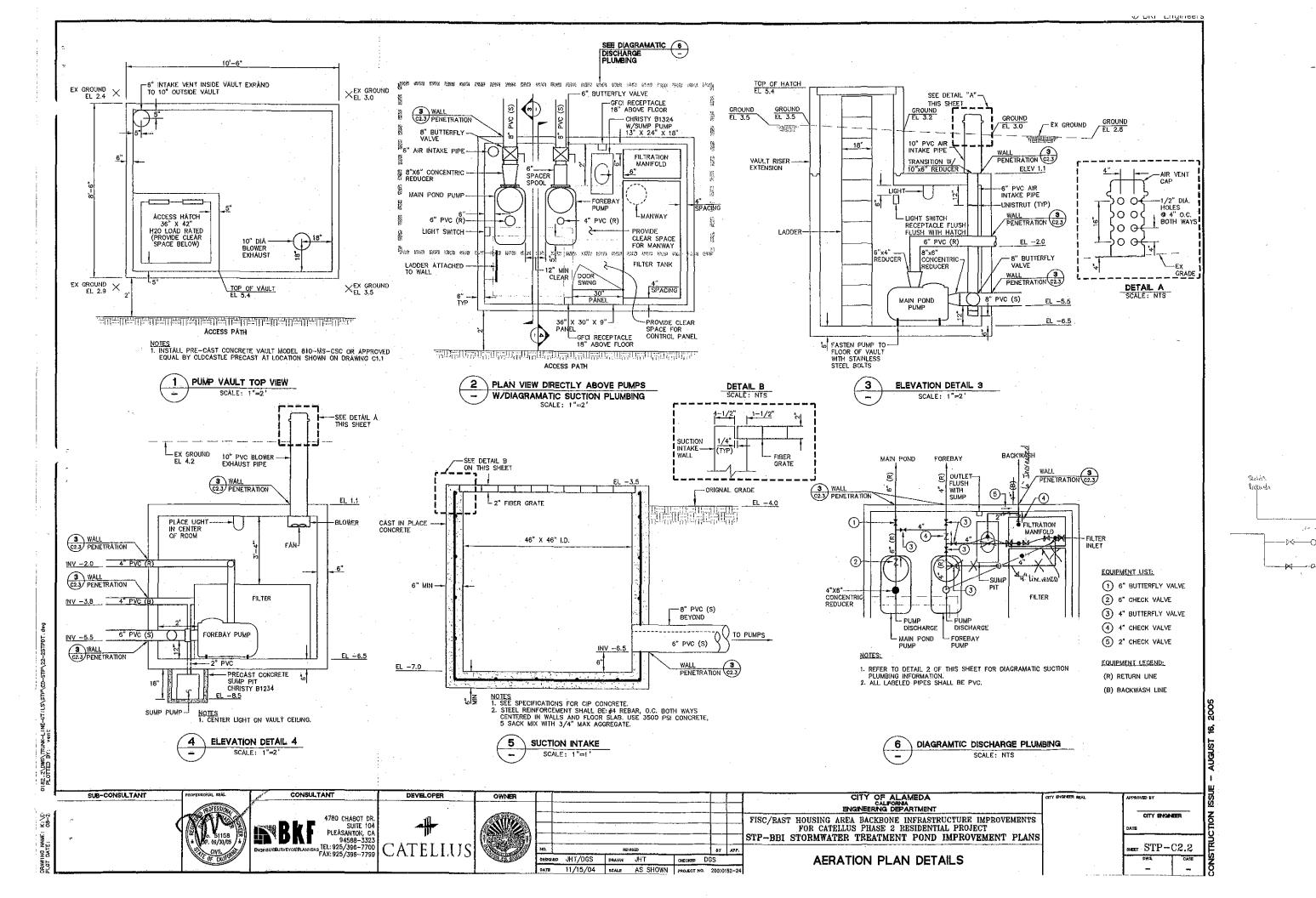
CITY OF ALAMEDA

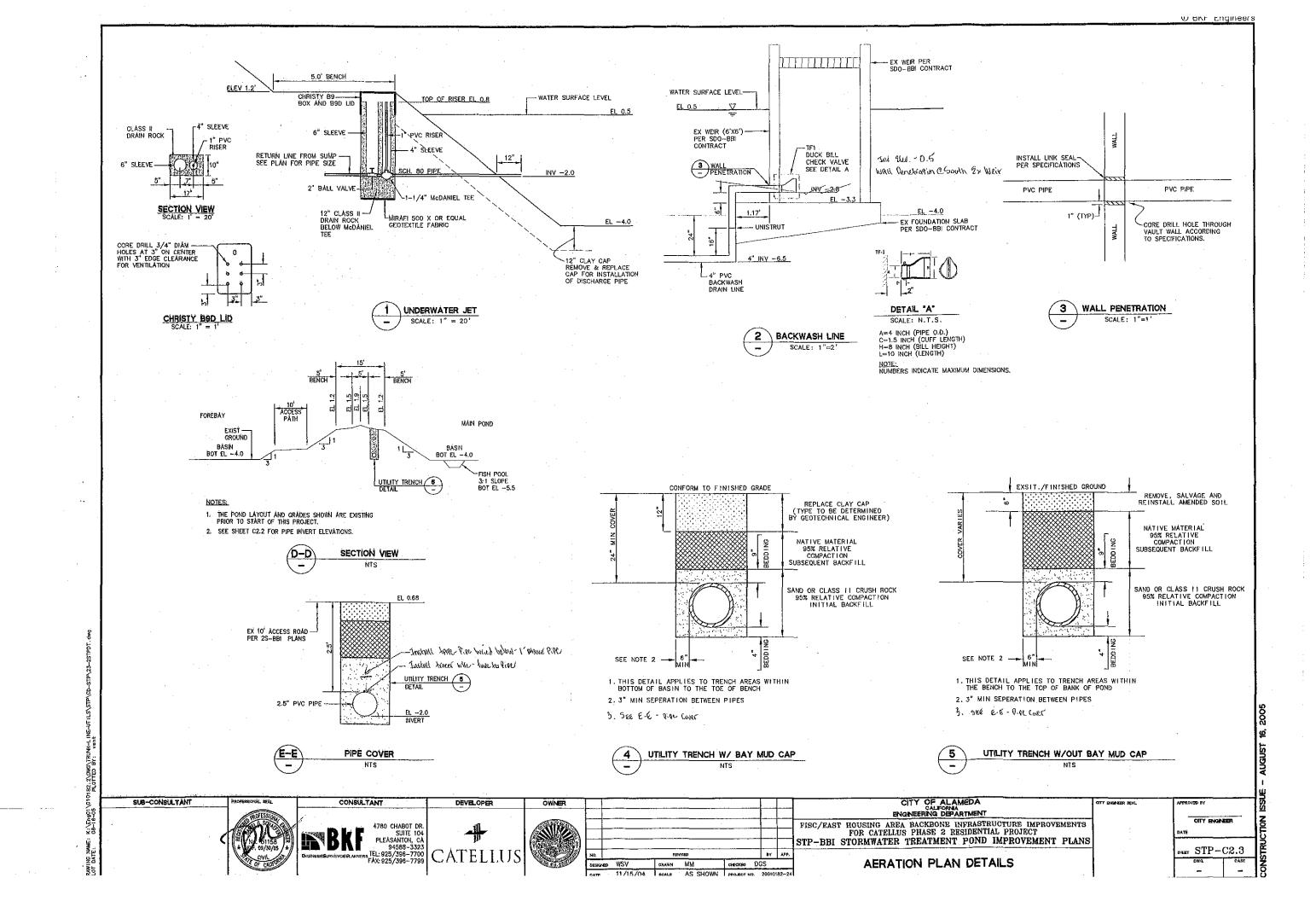
CITY STANDARD NOTES

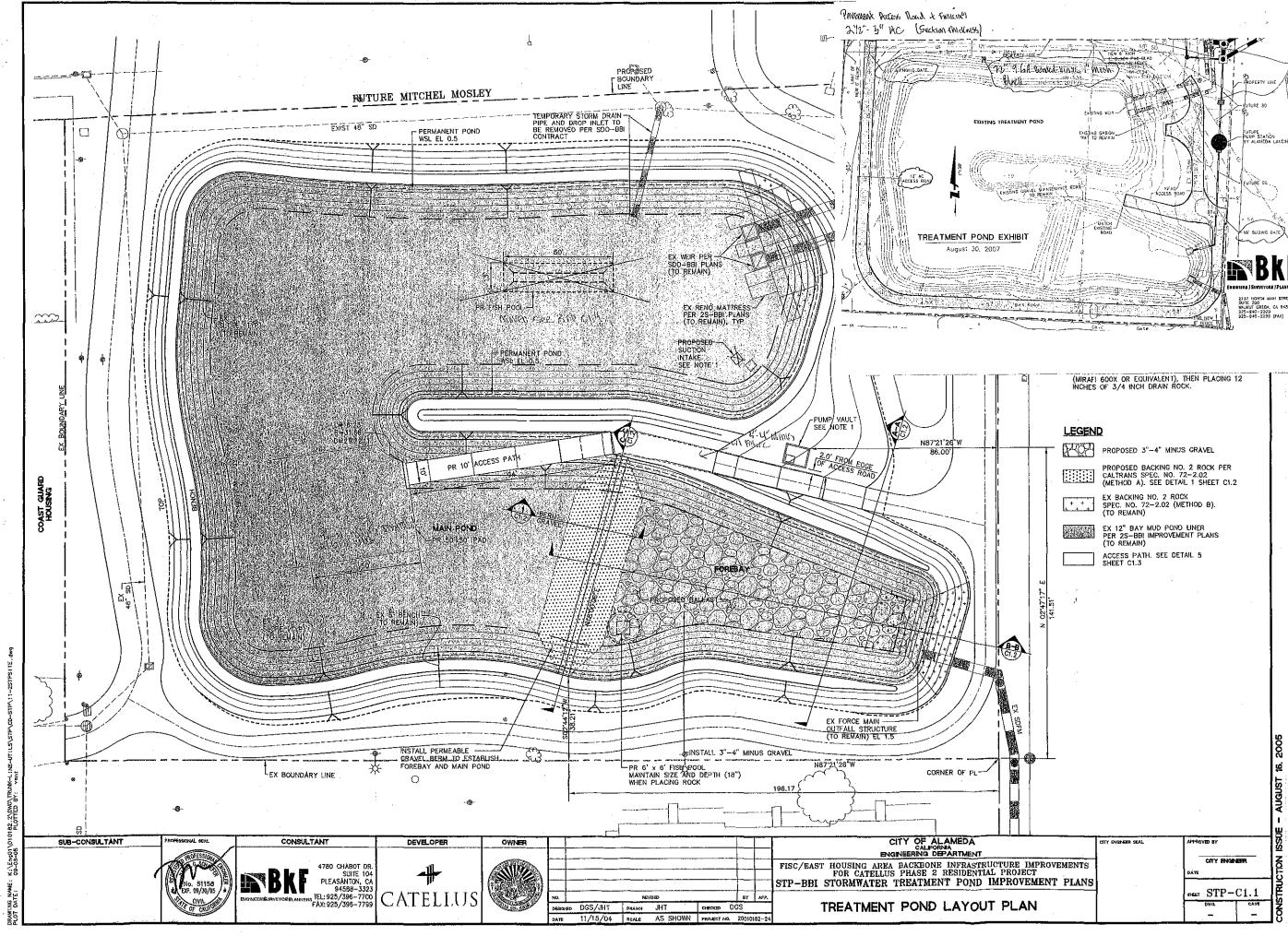
CITY ENGINEER ETP-C0.4 CASE

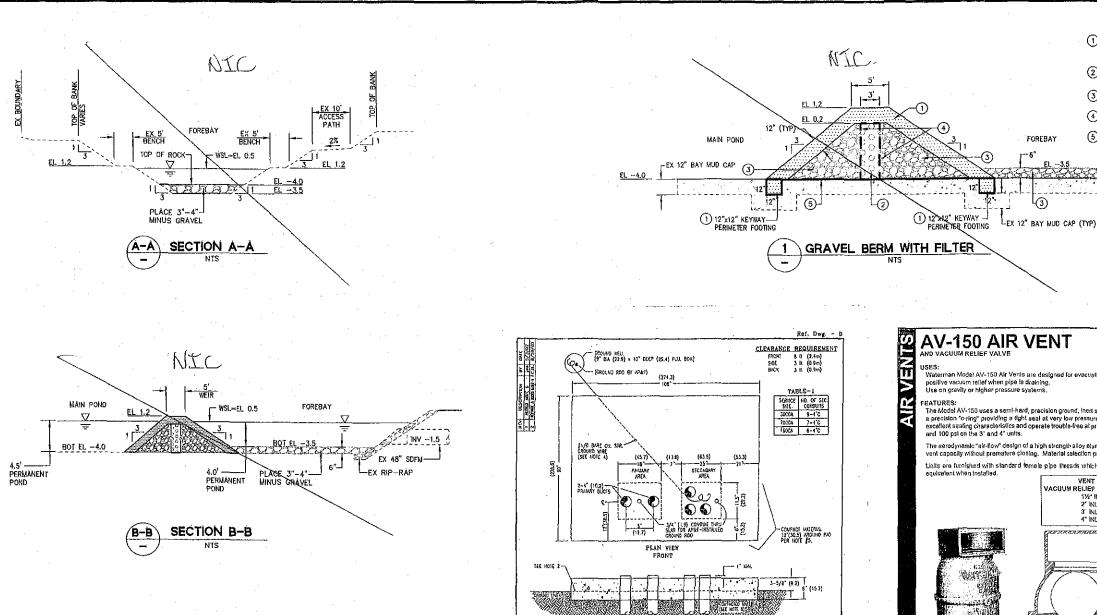
TTY EVENERAL SEAL

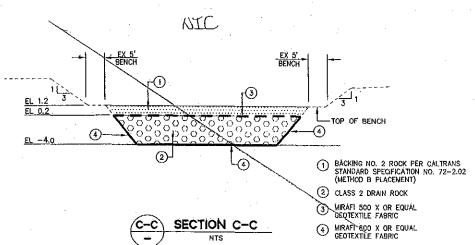


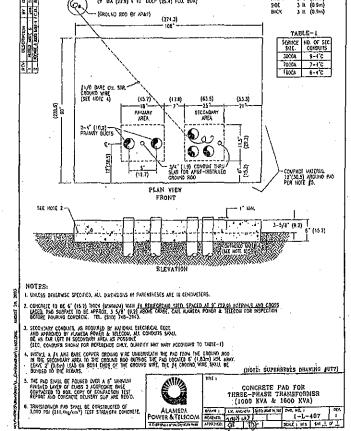


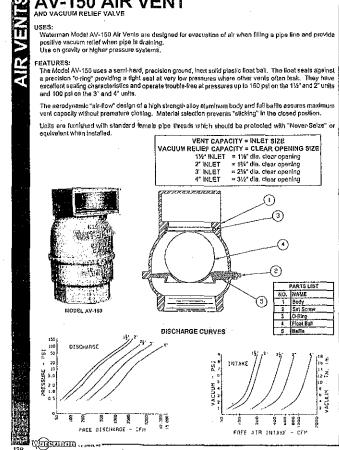












12" LAYER OF BACKING NO. 2 ROCK PER CALTRANS STANDARD SPECIFICATION NO. 72-2.02

(METHOD A PLACEMENT)

(3) BALLAST 3" TO 4" MINUS GRAVEL

(2) CLASS 2 DRAIN ROCK

MIRAFI 500 X OR EQUAL GEOTEXTILE FABRIC

5 MIRAFI 600 X OR EQUAL GEOTEXTILE FABRIC

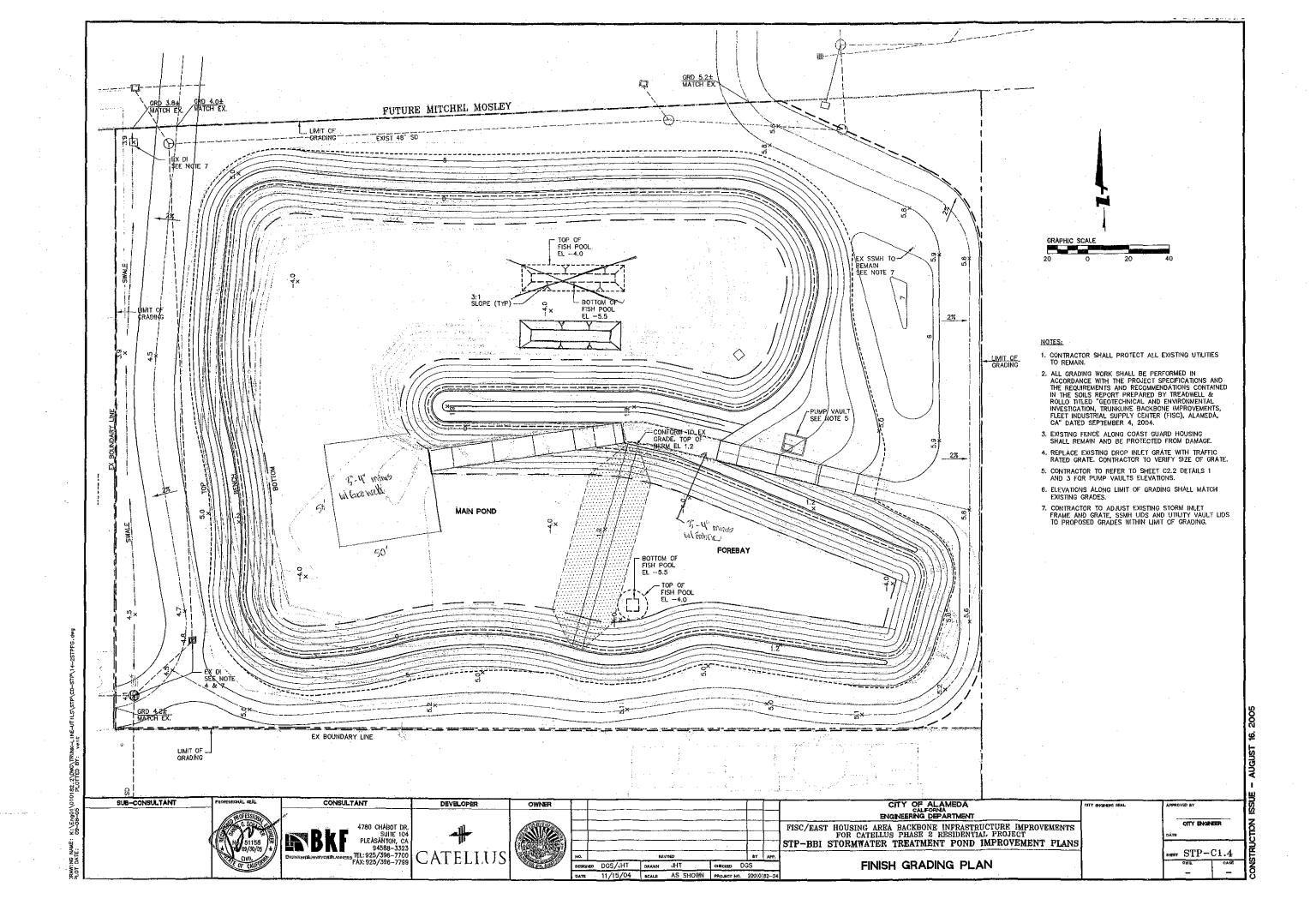
NOTE

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



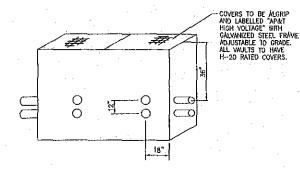


SUB-CONSULTANT CONSULTANT CITY OF ALAMEDA ENGINEERING DEPARTMENT DEVELOPER OWNER 4780 CHABOT DR. SUITE 104 PLEASANTON, CA 94588-3323 TEL: 925/396-7700 FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS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

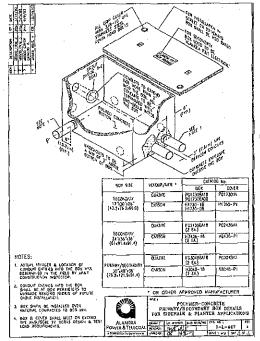


NOTE: PROVIDE NON-SKID GÅLVÄNIZED ADJUSTÅBLE VAULT COVER WITH COIL BOLTS.

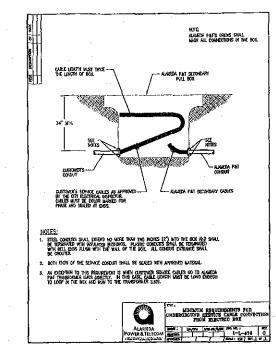
AP&T VAULT DETAIL PRIMARY VAULT FOLDING DETAIL











MIN REQUIREMENTS FOR UNDERGROUND SERVICE CABLE CONNECTION FROM ELECTRIC BOX



Central Permits Office

December 23, 2004

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

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

Alszeds Par approves the permit application with the following comments:

a. Alameda P&T recommends changing the voltage rating of the 3-phase pumps from 440 to 200%. (Refer to attached Contract Documents (CPO Submittal-November 15, 2004, Part 2.3.8 & C). b. Additional trenching and associated substructure work will be required from the new padmounted transformer location to a new riser at the nearest transmission pole. (Refer to mark-up shown on sheet STF-Ci.1).

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

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

Application No.: CB04-1111 Page 2 of 3

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

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

810. The owner/developer shall furnish and install a EUSERC-compliant service equipment for each building. Neter locations shall be 'subject to Alsmada Par's approval.

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

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

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

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

Application No.: CBD4-1111 Page 3 of 3

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

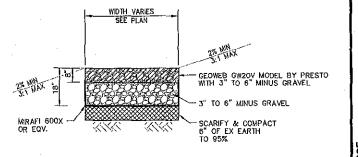
815. The owner/developer or his/her electrical consultant shall submit to Alamoda PRT two sets of approved drawings showing the required electric utility facilities.

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



cc: C. Banaban J. Ulloa K. Singh

AC:STB-BBI plan review.wpd



TTY BIKANBER SEA

PERMIT CONDITIONS BY ALAMEDA POWER & TELECOM

ACCESS PATH

SUB-CONSULTANT

BKF

94588-3323 TEL: 925/396-7700 FAX: 925/396-7799

CONSULTANT

CATELLUS

DEVELOPER



	NO.		P.S.	ASED		BY	AP
	DESKINED	WSV	DRAWN	ММ	CHECKED 1	OGS	
	DATE	11/15/04	SCALE	AS SHOWN	PROJECT NO.	200101	82-

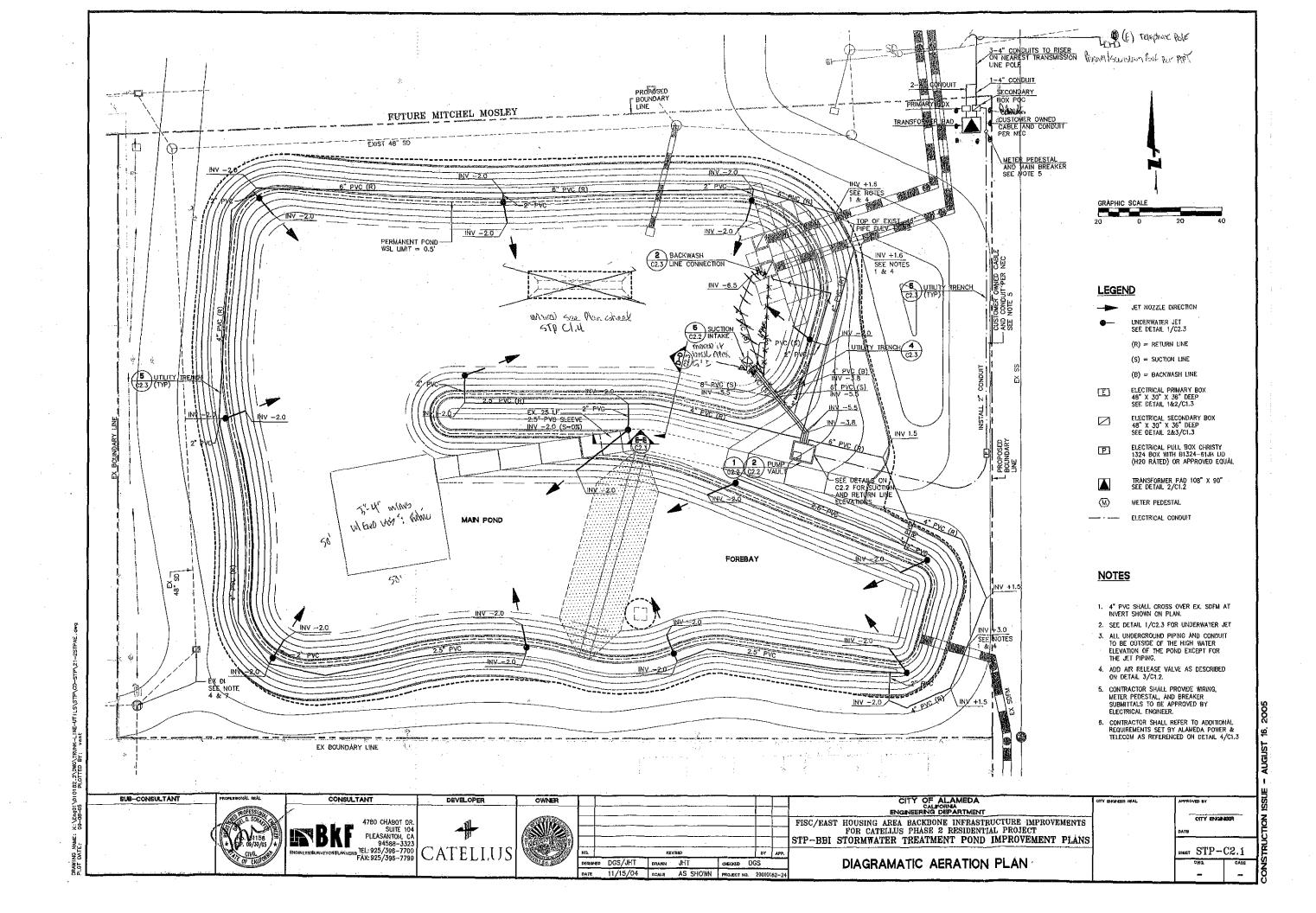
CITY OF ALAMEDA CALFORNA ENGINEERING DEPARTMENT FISC/EAST HOUSING AREA BACKBONE INFRASTRUCTURE IMPROVEMENTS FOR CATELLUS PHASE 2 RESIDENTIAL PROJECT STP-BBI STORMWATER TREATMENT POND IMPROVEMENT PLANS

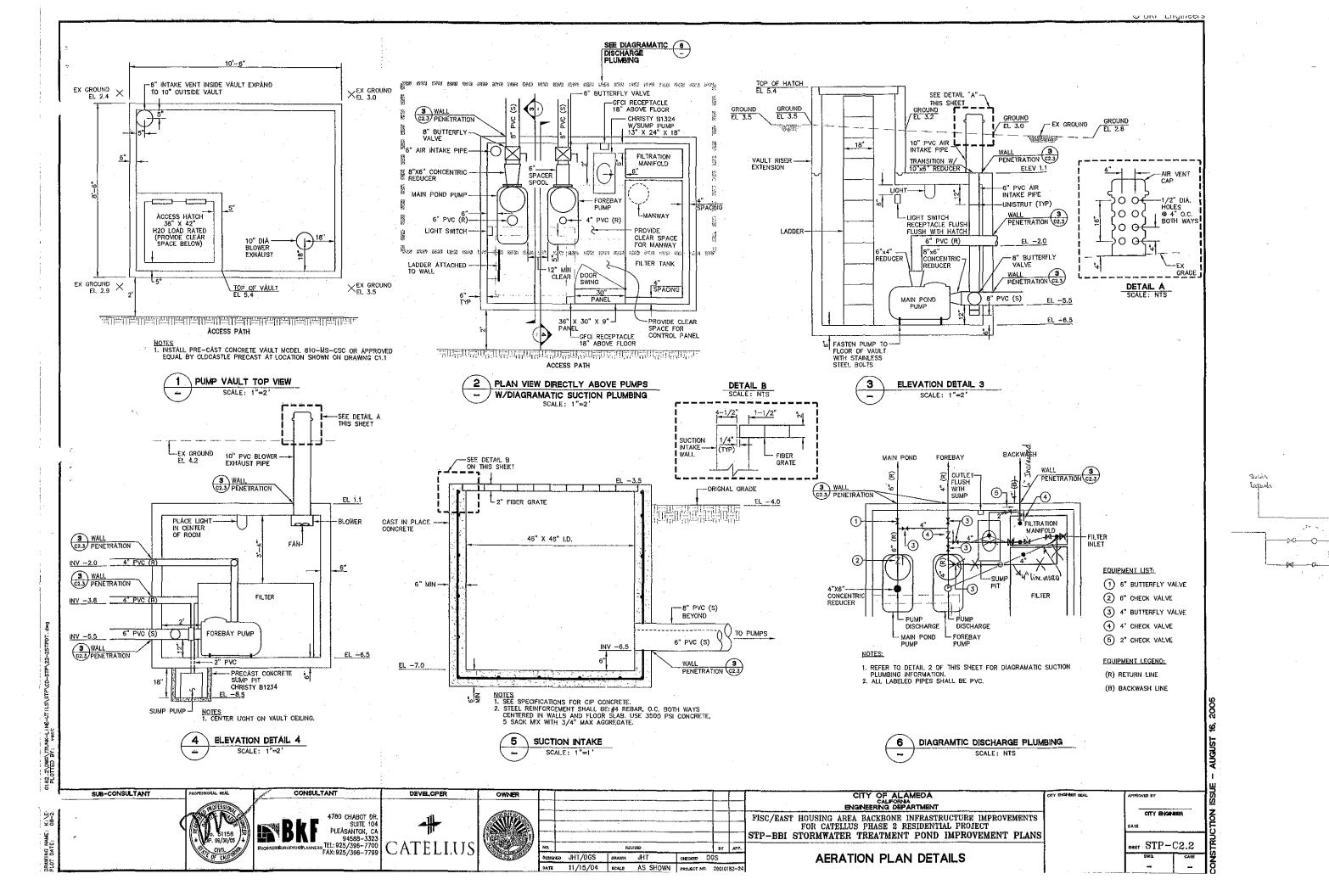
TREATMENT POND DETAILS

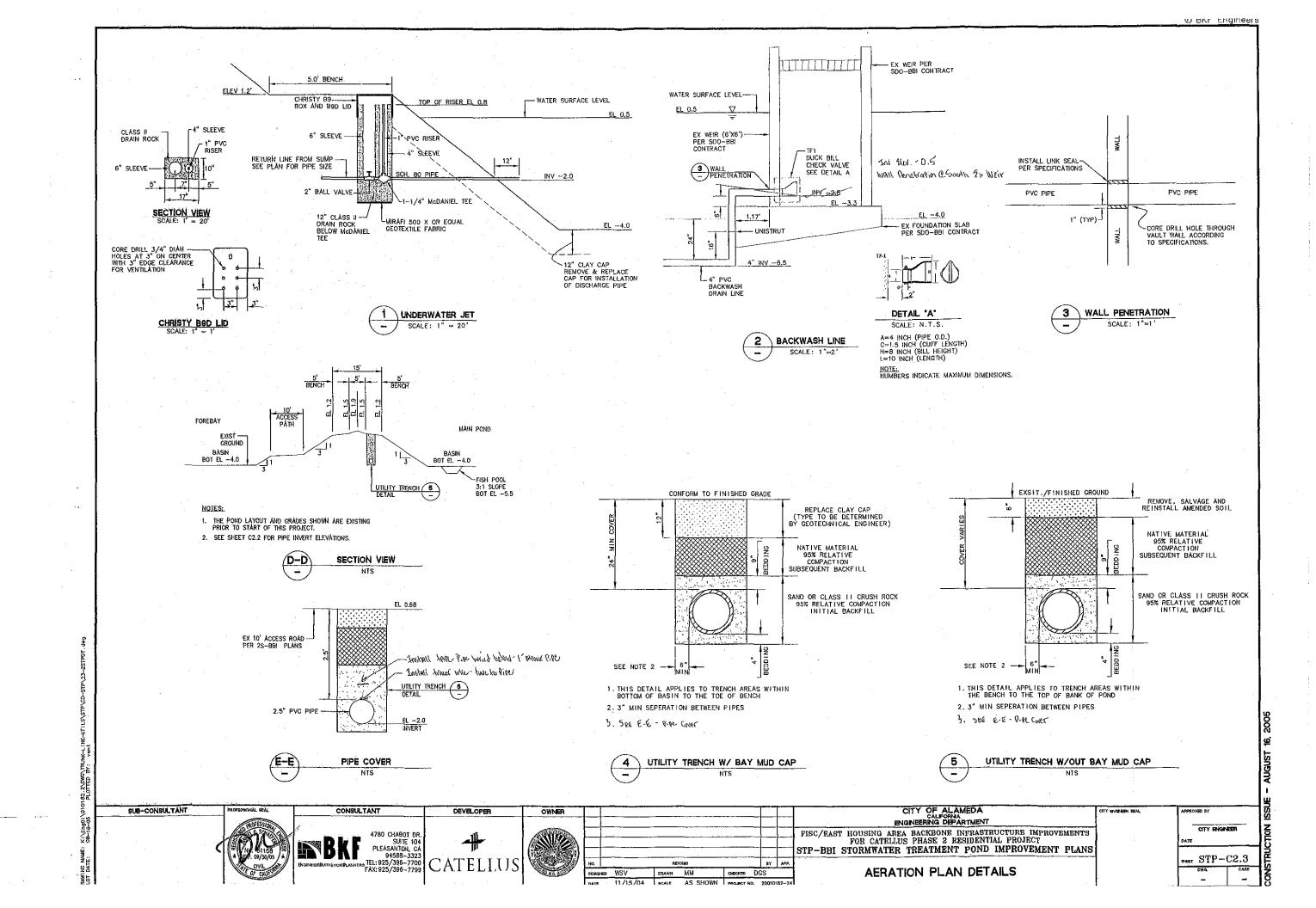
CITY ENGINEER STP-C1.3

4780 CHÁBOT DR. SUITE 104 PLEÁSÁNTON, CÁ

OWNER





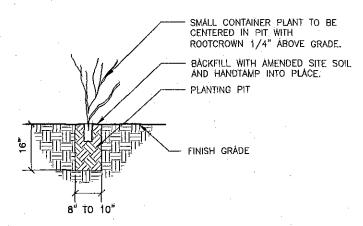


PLANTING SCHEDULE

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

PLANTING NOTES

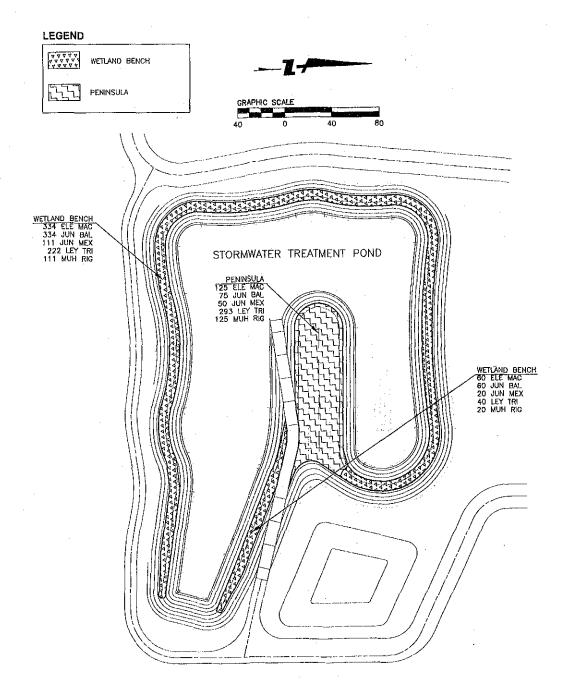
- 1. SOIL AMENDMENT APPLICATION AND HYDROSEEDING SHALL OCCUR PRIOR TO PLANT INSTALLATION PER THE 2S-BBI PROJECT.
- ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREPERSON.
- 3. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND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

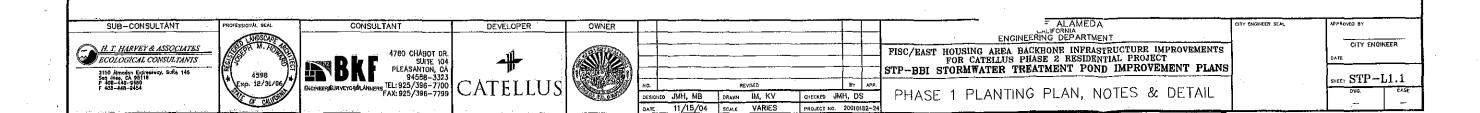


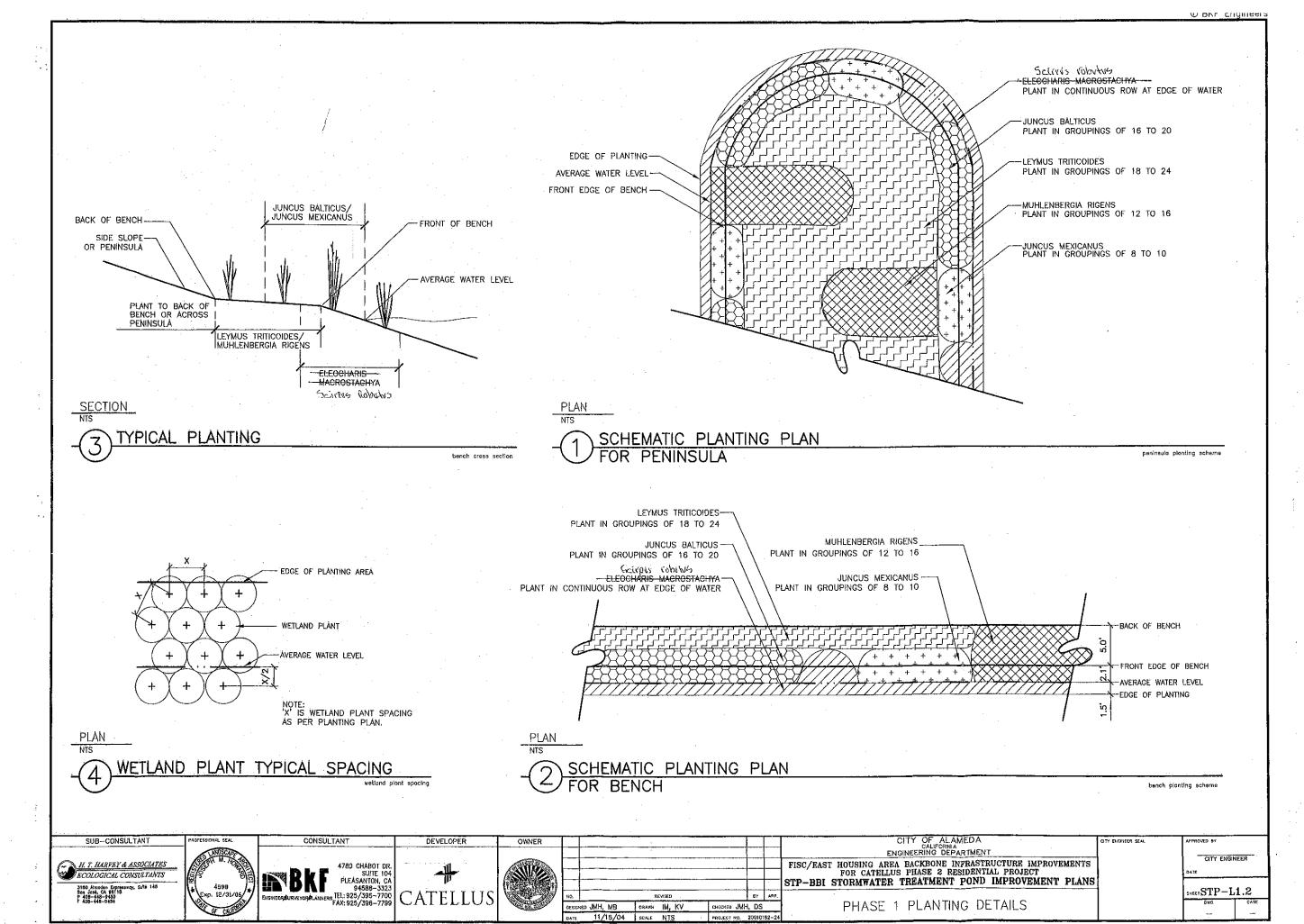
SECTION-

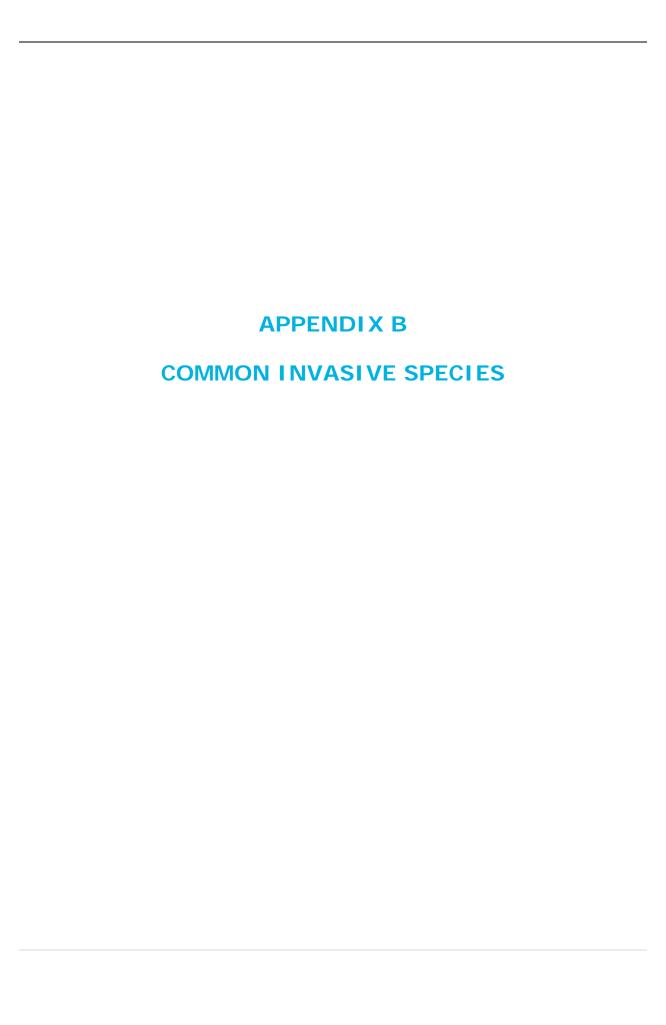
<u> 1)c</u>

CONTAINER STOCK PLANTING









COMMON INVASIVE PLANT SPECIES

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

Fennel (Foeniculum vulgare) - Confirmed on site

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

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

September.

Growth and Spread: Reproduces from both root crowns and seeds

Control:

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

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





Bristly Ox Tongue (Helminthotheca echioides) - Confirmed on site

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

foliage with yellow dandelion like flower heads. Plants overwinter as

rosettes before bolting in late spring.

Growth and Spread: Seed is spread on the wind.

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

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

carried out to exhaust seed bank.





Seedling Leaves





Yellow Starthistle (Centaurea solstitialis)

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

September. Gray-green foliage

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

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

bolting, but flowers are not yet viable.

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

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

maturing and spreading seed even after being picked.



Seedling





Pampas Grass (Cortaderia selloana, C. jubata)

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

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

Growth and Spread: Spreads from windblown seed

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

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

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

Recommend bagging any flower material after removal to prevent seed

spread while transporting off site.





(© 2005 Margo Bors)

Perennial Pepperweed (Lepidium latifolium)

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

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

taproots have strong scent of horseradish.

Growth and Spread: Sprouts from rhizomatous roots

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

Chemical control is needed.





Seedling (© Joseph M. DiTomaso)







