



CITY OF EMERYVILLE

INCORPORATED 1896

1333 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608-3517

TEL: (510) 596-4300 FAX: (510) 450-7831

September 15, 2011

Bruce Wolfe, Executive Officer
San Francisco Regional Water Quality Control Board
1514 Clay Street
Oakland, CA 94612

SUBJECT: Annual Report for Fiscal Year 2010-2011 for the City of Emeryville

Dear Mr. Wolfe:

Enclosed herewith is the subject for the Fiscal Year 2010-2011 (months of July 2010 through June 2011). This is being submitted in accordance with the requirements of our NPDES permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Best Regards,

Maurice Kaufman
Public Works Director
City of Emeryville

Enc.



MEMBER AGENCIES:

Alameda
Albany
Berkeley
Dublin
Emeryville
Fremont
Hayward
Livermore
Newark
Oakland
Piedmont
Pleasanton
San Leandro
Union City
County of Alameda
Alameda County Flood
Control and Water
Conservation District
Zone 7 Water Agency

CITY OF
EMERYVILLE

FISCAL YEAR
2010-2011 ANNUAL
REPORT OF
STORMWATER
PROGRAM
IMPLEMENTATION

Submitted to:
California Regional Water
Quality Control Board,
San Francisco Bay Region
September 15, 2011

ATTACHMENT B

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Section 1 – Permittee Information

Background Information					
Permittee Name:	City of Emeryville				
Population:	10,080				
NPDES Permit No.:	CAS612008				
Order Number:	R2-2009-0074				
Reporting Time Period (month/year):	July / 2010 through June / 2011				
Name of the Responsible Authority:	Patrick D. O’Keeffe	Title:	City Manager		
Mailing Address:	1333 Park Ave				
City:	Emeryville	Zip Code:	94608	County:	Alameda
Telephone Number:	510- 596-4371	Fax Number:			
E-mail Address:	pokeeffe@emeryville.org				
Name of the Designated Stormwater Management Program Contact (if different from above):	Maurice Kaufman	Title:	Public Works Director		
Department:	Public Works				
Mailing Address:	1333 Park Ave				
City:	Emeryville	Zip Code:	94608	County:	Alameda
Telephone Number:	510-596-4334	Fax Number:			
E-mail Address:	mkauffman@emeryville.org				

Section 2 - Provision C.2 Reporting Municipal Operations

Program Highlights and Evaluation

Highlight/summarize activities for reporting year:

Summary:
 City staff participated in the Countywide program's Municipal Operations Committee and attended the Annual Workshop on IPM in June of 2011.

C.2.a. ► Street and Road Repair and Maintenance

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and provide explanation in the comments section below:

<input checked="" type="checkbox"/>	Control of debris and waste materials during road and parking lot installation, repaving or repair maintenance activities from polluting stormwater
<input checked="" type="checkbox"/>	Control of concrete slurry and wastewater, asphalt, pavement cutting, and other street and road maintenance materials and wastewater from discharging to storm drains from work sites.
<input checked="" type="checkbox"/>	Sweeping and/or vacuuming and other dry methods to remove debris, concrete, or sediment residues from work sites upon completion of work.

Comments:
None

C.2.b. ► Sidewalk/Plaza Maintenance and Pavement Washing

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:

<input checked="" type="checkbox"/>	Control of wash water from pavement washing, mobile cleaning, pressure wash operations at parking lots, garages, trash areas, gas station fueling areas, and sidewalk and plaza cleaning activities from polluting stormwater
<input checked="" type="checkbox"/>	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs

Comments:
None

C.2.c. ► Bridge and Structure Maintenance and Graffiti Removal

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:

<input checked="" type="checkbox"/>	Control of discharges from bridge and structural maintenance activities directly over water or into storm drains
<input checked="" type="checkbox"/>	Control of discharges from graffiti removal activities
<input checked="" type="checkbox"/>	Proper disposal for wastes generated from bridge and structure maintenance and graffiti removal activities
<input checked="" type="checkbox"/>	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs for graffiti removal
<input checked="" type="checkbox"/>	Employee training on proper capture and disposal methods for wastes generated from bridge and structural maintenance and graffiti removal activities.
<input checked="" type="checkbox"/>	Contract specifications requiring proper capture and disposal methods for wastes generated from bridge and structural maintenance and graffiti removal activities.

Comments:
None.

C.2.d. ► Stormwater Pump Stations

Does your municipality own stormwater pump stations: Yes No

If your answer is **No** then skip to C.2.e.

C.2.e. ► Rural Public Works Construction and Maintenance

Does your municipality own/maintain rural¹ roads: Yes No

If your answer is **No** then skip to C.2.f.

¹ Rural means any watershed or portion thereof that is developed with large lot home-sites, such as one acre or larger, or with primarily agricultural, grazing or open space uses.

C.2.f. ► Corporation Yard BMP Implementation			
Place an X in the boxes below that apply to your corporations yard(s):			
<input type="checkbox"/>	We do not have a corporation yard		
<input type="checkbox"/>	Our corporation yard is a filed NOI facility and regulated by the California State Industrial Stormwater NPDES General Permit		
<input type="checkbox"/>	We have a current Stormwater Pollution Prevention Plan (SWPPP) for the Corporation Yard(s)		
Place an X in the boxes below next to implemented SWPPP BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type NA in the box. If one or more of the BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:			
<input checked="" type="checkbox"/>	Control of pollutant discharges to storm drains such as wash waters from cleaning vehicles and equipment		
<input checked="" type="checkbox"/>	Routine inspection prior to the rainy seasons of corporation yard(s) to ensure non-stormwater discharges have not entered the storm drain system		
<input type="checkbox"/>	Containment of all vehicle and equipment wash areas through plumbing to sanitary or another collection method		
<input checked="" type="checkbox"/>	Use of dry cleanup methods when cleaning debris and spills from corporation yard(s) or collection of all wash water and disposing of wash water to sanitary or other location where it does not impact surface or groundwater when wet cleanup methods are used		
<input checked="" type="checkbox"/>	Cover and/or berm outdoor storage areas containing waste pollutants		
Comments: The City of Emeryville's corporation yard is indoors. There is no stormwater exposure so neither a General Permit nor a SWPPP are needed. Vehicles are washed in an area that drains to adjacent landscape.			
If you have a corporation yard(s) that is not an NOI facility , complete the following table for inspection results for your corporation yard(s) or attach a summary including the following information:			
Corporation Yard Name	Inspection Date (1x/year required)	Inspection Findings/Results	Follow-up Actions
Emeryville Corp Yard	July 1, 2010	No Outside Operations so nothing to inspect.	None

Section 3 - Provision C.3 Reporting New Development and Redevelopment

**C.3.a. ► New Development and Redevelopment Performance
Standard Implementation Summary Report**

Provide a brief summary of the methods of implementation of Provisions C.3.a.i.(1)-(8).

Summary:

The City of Emeryville has adopted a Stormwater Ordinance that includes a Stormwater permit requirement for each regulated project. The Stormwater Coordinator is required to meet with the design team for each project to go over submittal requirements for the Planning Commission project approval packet. Standard Conditions of Approval require a Stormwater Permit, O&M Agreement, compliance with the City's LID treatment standards and design and inspection regulations. CEQA review, when necessary, includes assessment requirements for water quality impact and flooding mitigations. Department staff is trained at annual trainings and consultants hired for alternative certification are trained in accordance with that program's requirements. City staff forward emails to the design community related to training and education. The City's Stormwater Ordinance requires all projects (even those that do not require Planning/Building Department review) that create or replace impervious surfaces to incorporate site design measures such as pervious pavers and source control measures such as roofed trash enclosures. The City adopted a new General Plan in November of 2009 that incorporated Stormwater Quality and Watershed protection goals, policies and objectives. The City's new Urban Design Guidelines include stormwater and Bay Friendly landscaping requirements.

C.3.b. ► Green Streets Status Report

(All projects to be completed by December 1, 2014)

On an annual basis (if applicable), report on the status of any pilot green street projects within your jurisdiction. For each completed project, report the capital costs, operation and maintenance costs, legal and procedural arrangements in place to address operation and maintenance and its associated costs, and the sustainable landscape measures incorporated in the project including, if relevant, the score from the Bay-Friendly Landscape Scorecard.

Summary:

The City of Emeryville required that, as a condition of approval for their campus expansion, Pixar Animation Studios design, construct and maintain a 650 sq.ft. stormwater curb extension at the corner of Park Ave and Hollis Street to treat runoff from 8470 sq.ft. of roadway of Park Ave. The treatment system was completed in the spring of 2011 using the Bay Friendly landscaping guidelines for design, construction and maintenance. No verification of the system was done by Bay Friendly Program staff, but City staff did inspect the construction. Therefore, there is no Bay Friendly score for the system. Pixar is maintaining the system and irrigating it with reclaimed water from EBMUD. The system is incorporated into a pedestrian plaza enhancement of the corner of the two streets across from City Hall. Pixar was also required per mitigation from their IS/MND to implement an IPM plan for their private landscaping. This mitigation was achieved by Pixar agreeing to a Bay Friendly landscaping maintenance specification for their landscape maintenance contractor.

C.3.b.v.(1) ► Regulated Projects Reporting Table	
See attached table C.3.b.v.(1)	
C.3.c. Low Impact Development Reporting	
Staff provided input on the submittals for Biotreatment Soil Specifications, Special Projects Proposal, Feasibility/Infeasibility Criteria Report, and Green Roof Specifications. Staff participated in the LID Leadership group organized by Jennifer Krebs at the San Francisco Estuary Partnership. The City of Emeryville was selected to serve as a Small Entity Representative to the Small Business Advocacy Review Panel for the EPA rulemaking "Stormwater Regulations Revision to Address Discharges from Developed Sites."	
C.3.h.iv. ► Installed Stormwater Treatment Systems Operation and Maintenance Verification Inspection Program Reporting	
(1) See attached table C.3.h.iv.(1)	
(2) On an annual basis, provide a discussion of the inspection findings for the year and any common problems encountered with various types of treatment systems and/or HM controls. This discussion should include a general comparison to the inspection findings from the previous year.	
<p>Summary: During the rainy season, staff inspected over 50% of the known public and private stormwater treatment systems in the City. Previous to the rainy season, one property owner was required to change out the filter cartridges in their stormwater treatment device. The first residential system constructed in the City was inspected with the property management company and a representative of the HOA. Flow rates, clogging, prevention of localized flooding issues and maintenance of vegetation was discussed.</p>	
(3) On an annual basis, provide a discussion of the effectiveness of the O&M Program and any proposed changes to improve the O&M Program (e.g., changes in prioritization plan or frequency of O&M inspections, other changes to improve effectiveness program).	
<p>Summary: Vegetated treatment systems need maintenance like any landscaped area. As plants grow, flow volumes can be affected. Mulch needs to be replaced, trash needs to be removed and modifications need to be made occasionally to ensure that flows spread properly and/or overflow systems are operating. Clogs can develop over time and need to be fixed.</p>	

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 1) – Projects Approved During the Fiscal Year Reporting Period

Project Name Project No.	Project Location ² , Street Address	Name of Developer	Project Phase No. ³	Project Type & Description ⁴	Project Watershed ⁵	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New Impervious Surface Area (ft ²)	Total Replaced Impervious Surface Area (ft ²)	Total Pre- Project Impervious Surface Area ⁶ (ft ²)	Total Post- Project Impervious Surface Area ⁷ (ft ²)
Private Projects											
64 th and Christie	6400 Christie Avenue at 64 th Street	TMG Partners	1	Redevelopment: Five story residential building with 193 rental units	Derby Creek	1.21	1.21	0	46,413	52,841	46,413
Public Projects											
None											
Comments: None											

² Include cross streets

³ If a project is being constructed in phases, indicate the phase number and use a separate row entry for each phase. If not, enter "NA".

⁴ Project Type is the type of development (i.e., new and/or redevelopment). Example descriptions of development are: 5-story office building, residential with 160 single-family homes with five 4-story buildings to contain 200 condominiums, 100 unit 2-story shopping mall, mixed use retail and residential development (apartments), industrial warehouse.

⁵ State the watershed(s) in which the Regulated Project is located. Optional but recommended: Also state the downstream watershed(s).

⁶ For redevelopment projects, state the pre-project impervious surface area.

⁷ For redevelopment projects, state the post-project impervious surface area.

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period

Project Name Project No.	Application Deemed Complete Date ⁸	Application Final Approval Date ⁹	Source Control Measures ⁹	Site Design Measures ¹⁰	Treatment Systems Approved ¹¹	Operation & Maintenance Responsibility Mechanism ¹²	Hydraulic Sizing Criteria ¹³	Alternative Compliance Measures ^{14/15}	Alternative Certification ¹⁶	HM Controls ^{17/18}
Private Projects										
64 th and Christie	9/6/10	10/19/10	Internal Waste Storage, internal parking	Compact design	Flow Through Planters	O&M Agreement	2.c	None	Yes. Will be done by WC3	Not Required

Comments:
 City Council approved the project on 10/19/10. Planning Commission approved the Development Agreement on 12/9/10; City Council approved the Development Agreement ordinance 2/1/11.

⁸ For private projects, state project application deemed complete date and final discretionary approval date.

⁹ List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

¹⁰ List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

¹¹ List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

¹² List the legal mechanism(s) (e.g., O&M agreement with private landowner; O&M agreement with homeowners' association; O&M by public entity, etc...) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

¹³ See Provision C.3.d.i. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

¹⁴ For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

¹⁵ For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

¹⁶ Note whether a third party was used to certify the project design complies with Provision C.3.d.

¹⁷ If HM control is not required, state why not.

¹⁸ If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period

Project Name Project No.	Is Funding Committed? ¹⁹	Date Construction Scheduled to Begin ²⁰	Source Control Measures ²⁰	Site Design Measures ²¹	Treatment Systems Approved ²²	Operation & Maintenance Responsibility Mechanism ²³	Hydraulic Sizing Criteria ²⁴	Alternative Compliance Measures ^{25/26}	Alternative Certification ²⁷	HM Controls ^{28/29}
Public Projects										
None										
Comments: None.										

¹⁹ For public projects, enter “Yes” or “No” under “Is Funding Committed?” and enter a date under “Date Construction Scheduled to Begin”.

²⁰ List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

²¹ List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

²² List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

²³ List the legal mechanism(s) (e.g., O&M agreement with private landowner; O&M agreement with homeowners’ association; O&M by public entity, etc…) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

²⁴ See Provision C.3.d.i. “Numeric Sizing Criteria for Stormwater Treatment Systems” for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

²⁵ For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

²⁶ For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

²⁷ Note whether a third party was used to certify the project design complies with Provision C.3.d.

²⁸ If HM control is not required, state why not.

²⁹ If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

C.3.h.iv. ► Installed Stormwater Treatment Systems Operation and Maintenance Verification Inspection Program Reporting

Fill in table below or attach your own table including the same information.

Name of Facility/Site Inspected	Address of Facility/Site Inspected	Newly Installed? (YES/NO) ³⁰	Party Responsible ³¹ For Maintenance	Date of Inspection	Type of Inspection ³²	Type of Treatment/HM Control(s) Inspected ³³	Inspection Findings or Results ³⁴	Enforcement Action Taken ³⁵	Comments
Pixar Studios	1200 Park Ave, Emeryville, CA	YES	Pixar	4/29/11	45 Day	Bioretention areas, Water pumps and a Tree Filter	Approved	None	Required Bay Friendly Maintenance on whole site.

³⁰ Indicate “YES” if the facility was installed within the reporting period, or “NO” if installed during a previous fiscal year.

³¹ State the responsible operator for installed stormwater treatment systems and HM controls.

³² State the type of inspection (e.g., 45-day, routine or scheduled, follow-up, etc.).

³³ State the type(s) of treatment systems inspected (e.g., bioretention facility, flow-through planter, infiltration basin, etc...) and the type(s) of HM controls inspected, and indicate whether the treatment system is an onsite, joint, or offsite system.

³⁴ State the inspection findings or results (e.g., proper installation, improper installation, proper O&M, immediate maintenance needed, etc.).

³⁵ State the enforcement action(s) taken, if any, as appropriate and consistent with your municipality’s Enforcement Response Plan.

Section 4 – Provision C.4 Industrial and Commercial Site Controls

Program Highlights

Provide background information, highlights, trends, etc.

Emeryville contracts with EBMUD for business inspections. Each July City staff goes over the inspection results and makes a new plan for the new year. City staff have worked out with EBMUD that for 11/12 violations resulting in verbal warnings can be handled by EBMUD inspectors by re-inspecting the business within 10 days for compliance. Actual discharges and written warnings will be referred to the City for follow up with 10 days. 4 EBMUD inspectors and one City Staff attended the annual IIDC training on June 9, 2011. City Staff and EBMUD staff participated in the IIDC committee meetings and the City of Emeryville chaired the IIDC committee for calendar year 2010.

See the C.4. Industrial and Commercial Site Controls section of the Program's FY 10-11 Annual Report for a description of activities of the countywide program and/or the BASMAA Municipal Operations Committee.

C.4.b.i. ► Business Inspection Plan

Do you have a Business Inspection Plan? Yes No

If No, explain:

C.4.b.iii.(1) ► Potential Facilities List

List below or attach your list of industrial and commercial facilities in your Inspection Plan to inspect that could reasonably be considered to cause or contribute to pollution of stormwater runoff.

See attached.

C.4.b.iii.(2) ► Facilities Scheduled for Inspection

List below or attach your list of facilities scheduled for inspection during the current fiscal year.

See attached.

C.4.c.iii.(1) ► Facility Inspections

Fill out the following table or attach a summary of the following information. Indicate your violation reporting methodology below.

<input type="checkbox"/>	Permittee reports multiple discrete violations on a site as one violation.		
<input checked="" type="checkbox"/>	Permittee reports the total number of discrete violations on each site.		
		Number	Percent
Number of businesses inspected		53	
Total number of inspections conducted		57	

Number of violations (excluding verbal warnings)	0	
Sites inspected in violation	0	0%
Violations resolved within 10 working days or otherwise deemed resolved in a longer but still timely manner	0	0%
<p>Comments: "Sites inspected in violation" is zero because all sites that had violations were resolved as of the end of the fiscal year. Three sites took longer than 10 days to resolve. Wilson Associates/BTRR closed their operations in the City. Pak& Save needed to repair or replace a leaking garbage compactor which took more time – they ended up repairing it. Boyd's Body Shop was inspected by City Staff after ten days because the problem was intermittent and staff wanted to catch the business in the act of washing a vehicle.</p>		

C.4.c.iii.(2) ► Frequency and Types/Categories of Violations Observed

Fill out the following table or attach a summary of the following information.

Type/Category of Violations Observed	Number of Violations
Actual discharge (e.g. active non-stormwater discharge or clear evidence of a recent discharge)	1
Potential discharge and other	5
<p>Comments: The City of Emeryville counts one discharge per source of discharge per inspection per site.</p>	

C.4.c.iii.(2) ► Frequency and Type of Enforcement Conducted

Fill out the following table or attach a summary of the following information.

	Enforcement Action (as listed in ERP) ³⁶	Number of Enforcement Actions Taken	% of Enforcement Actions Taken ³⁷
Level 1	Verbal Warning	6	100%
Level 2		0	0%
Level 3		0	0%
Level 4		0	0%
Total		6	100%

³⁶ Agencies to list specific enforcement actions as defined in their ERPs.

³⁷ Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

C.4.c.iii.(3) ► Types of Violations Noted by Business Category

Fill out the following table or attach a summary of the following information.

Business Category ³⁸	Number of Actual Discharge Violations	Number of Potential/Other Discharge Violations
Food Related Business		4
Industrial		1
Auto Related	1	

C.4.c.iii.(4) ► Non-Filers

List below or attach a list of the facilities required to have coverage under the Industrial General Permit but have not filed for coverage:

There were no industries identified as non-filers during scheduled inspections during this fiscal year.

C.4.d.iii ► Staff Training Summary

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
IIDC Annual	June 9, 2011	Various Inspection issues	4	33% of Contracted EBMUD Inspectors
IIDC Annual	June 9, 2011	Various Inspection issues	1	100% of City Inspectors

³⁸ List your Program's standard business categories.

Section 5 – Provision C.5 Illicit Discharge Detection and Elimination

Program Highlights

Provide background information, highlights, trends, etc.

The City of Emeryville had very few problems with illicit discharges in 2010-11. The City’s Fire Department, Police Department and Public Works department are working well together to report violations and response. The City participates in the countywide IIDC committee and chaired it for calendar year 2010. The City has one screening point at the outfall pipe to the Emeryville Crescent on the south side of the intersection of Powell Street and Frontage road.

See the C.5 Illicit Discharge Detection and Elimination section of countywide program’s FY 10-11 Annual Report for description of activities at the countywide or regional level.

C.5.c.iii ► Complaint and Spill Response Phone Number and Spill Contact List

List below or attach your complaint and spill response phone number and spill contact list.

Contact	Description	Phone Number
Fire Department	First Responder for incidents	911

C.5.d.iii ► Evaluation of Mobile Business Program

Describe implementation of minimum standards and BMPs for mobile businesses and your enforcement strategy. This may include participation in the BASMAA Mobile Surface Cleaners regional program or local activities.

Description:
 The City of Emeryville responds to complaints and calls regarding illicit discharges. The City requires surface cleaners to use BMPs recommended by the BASMAA Mobile Surface Cleaners Program. Our municipal crews are trained in surface cleaning BMPs.

See the C.5 Illicit Discharge Detection and Elimination section of countywide program’s FY 10-11 Annual Report for a description of efforts by countywide committees/work group and the BASMAA Municipal Operations Committee to address mobile businesses.

C.5.e.iii ► Evaluation of Collection System Screening Program

Provide a summary or attach a summary of your collection screening program, a summary of problems found during collection system screening and any changes to the screening program this FY.

Description: City Municipal crews are out on the street checking illegal dumping locations and collecting litter with litter collection crews every day. We have a very proactive program.

--

C.5.f.iii.(1), (2), (3) ► Spill and Discharge Complaint Tracking

Spill and Discharge Complaint Tracking (fill out the following table or include an attachment of the following information)

	Number	Percentage
Discharges reported (C.5.f.iii.(1))	2	
Discharges reaching storm drains and/or receiving waters (C.5.f.iii.(2))	0	0%
Discharges resolved in a timely manner (C.5.f.iii.(3))	2	100%

Comments:
 Timely response is key in preventing illicit discharges from reaching stormdrains and/or receiving waters. In both cases in Emeryville the dischargers were responded to quickly and educated and made to clean up the spill before it entered receiving waters.

C.5.f.iii.(4) ► Summary of major types of discharges and complaints

Provide a narrative or attach a table and/or graph.

Both discharges were construction related.

Section 6 – Provision C.6 Construction Site Controls

C.6.e.iii.1.a, b, c ▶ Site/Inspection Totals		
Number of sites disturbing < 1 acre of soil requiring storm water runoff quality inspection (i.e. High Priority) (C.6.e.iii.1.a)	Number of sites disturbing ≥ 1 acre of soil (C.6.e.iii.1.b)	Total number of storm water runoff quality inspections conducted (C.6.e.iii.1.c)
0	1	8
Comments: None		

C.6.e.iii.1.d ▶ Construction Activities Storm Water Violations		
BMP Category	Number of Violations ³⁹	% of Total Violations ⁴⁰
Erosion Control	1	25%
Run-on and Run-off Control	1	25%
Sediment Control	2	50%
Active Treatment Systems	0	0%
Good Site Management	0	0%
Non Stormwater Management	0	0%
Total	4	100%

³⁹ Count one violation in a category for each site and inspection regardless of how many violations/problems occurred in the BMP category.

⁴⁰ Percentage calculated as number of violations in each category divided by total number of violations in all six categories.

C.6.e.iii.1.e ► Construction Related Storm Water Enforcement Actions

	Enforcement Action (as listed in ERP) ⁴¹	Number Enforcement Actions Taken	% Enforcement Actions Taken ⁴²
Level 1	Verbal Warning	4	100%
Level 2		0	0%
Level 3		0	0%
Level 4		0	0%
Total		4	100%

C.6.e.iii.1.f, g ► Illicit Discharges

	Number
Number of illicit discharges, actual and those inferred through evidence (C.6.e.iii.1.f)	1
Number of sites with discharges, actual and those inferred through evidence (C.6.e.iii.1.g)	1

C.6.e.iii.1.h, i ► Violation Correction Times

	Number	Percent
Violations fully corrected within 10 business days after violations are discovered or otherwise considered corrected in a timely period (C.6.e.iii.1.h)	5	100% ⁴³
Violations not fully corrected within 30 days after violations are discovered (C.6.e.iii.1.i)	0	0% ⁴⁴
Total number of violations for the reporting year ⁴⁵	5	100%
Comments: None.		

⁴¹ Agencies should list the specific enforcement actions as defined in their ERPs.

⁴² Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

⁴³ Calculated as number of violations fully corrected in a timely period after the violations are discovered divided by the total number of violations for the reporting year.

⁴⁴ Calculated as number of violations not fully corrected within 30 days after the violations are discovered divided by the total number of violations for the reporting year.

⁴⁵ Total number of violations equals the number of initial enforcement actions (i.e. one violation issued for several problems during an inspection at a site). It does not equal the total number of enforcement actions because one violation issued at a site may have a second enforcement action for the same violation at the next inspection if it is not corrected.

C.6.e.iii.(2) ► Evaluation of Inspection Data

Describe your evaluation of the tracking data and data summaries and provide information on the evaluation results (e.g., data trends, typical BMP performance issues, comparisons to previous years, etc.).

Description:
 Due to the low level of activity in the construction sector, the number of inspections is minimal, but this will increase if activity picks up and could become a significant level of work for jurisdictions.

C.6.e.iii.(2) ► Evaluation of Inspection Program Effectiveness

Describe what appear to be your program’s strengths and weaknesses, and identify needed improvements, including education and outreach.

Description:
 Emeryville’s strengths are that it is small and well organized. There is good communication between the City departments and one person is following the progress of each project all the way through which allows for any mistakes or problems to be better resolved and understood for future projects. Inspectors are trained regularly. Staff participates in the New Development Subcommittee meetings.

 See the C.6 Construction Site Control section of countywide program’s FY 10-11 Annual Report for a description of activities at the countywide or regional level.

C.6.f ► Staff Training Summary

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
Construction Inspection Workshop	5/26/11	Construction Inspections	1	50%

Section 7 – Provision C.7. Public Information and Outreach

C.7.b.ii.1 ▶ Advertising Campaign

Summarize advertising efforts. Include details such as messages, creative developed, and outreach media used. The detailed advertising report may be included as an attachment. If advertising is being done by participation in a countywide or regional program, refer to the separate countywide or regional Annual Report.

Summary:

Participating in the BASMAA Regional Advertising Campaign through the Program. A summary of activities is provided in Section C.7 of the Program's FY 10-11 Annual Report.

C.7.b.iii.1 ▶ Pre-Campaign Survey

(For the Annual Report following the precampaign survey) Summarize survey information such as sample size, type of survey (telephone survey, interviews etc.). Attach a survey report that includes the following information. If survey was done regionally, refer to a regional submittal that contains the following information:

Not required for this Annual Report.

C.7.c ▶ Media Relations

Summarize the media relations effort. Include the following details for each media pitch in the space below, AND/OR refer to a regional report that includes these details:

- Topic and content of pitch
- Medium (TV, radio, print, online)
- Date of publication/broadcast

Summary:

The following separate report developed by BASMAA summarizes media relations efforts conducted during FY 10-11:

- BASMAA Media Relations Final Report FY 10-11

This report and any other media relations efforts conducted countywide is included within the C.7 Public Information and Outreach section of Program's FY 10-11 Annual Report.

C.7.d ▶ Stormwater Point of Contact

Summary of any changes made during FY 10-11:

No Change.

C.7.e ► Public Outreach Events		
Describe general approach to event selection. Provide a list of outreach materials and giveaways distributed. Use the following table for reporting and evaluating public outreach events		
Event Details	Description (messages, audience)	Evaluation of Effectiveness
Provide event name, date, and location. Indicate if event is local, countywide or regional.	Identify type of event (e.g., school fair, farmers market etc.), type of audience (school children, gardeners, homeowners etc.) and outreach messages (e.g., Enviroscope presentation, pesticides, stormwater awareness)	Provide general staff feedback on the event (e.g., success at reaching a broad spectrum of the community, well attended, good opportunity to talk to gardeners etc.). Provide other details such as: <ul style="list-style-type: none"> • Estimated overall attendance at the event. • Number of people that visited the booth, comparison with previous years • Number of brochures and giveaways distributed • Results of any spot surveys conducted
Clean Water Program exhibit at the Alameda County Fair (countywide event). See Clean Water Program's FY 10-11 Report.	See Clean Water Program's FY 2010/11 Report.	See Clean Water Program's FY 2010/11 Report.
City Staff attended Alameda County Fair	See Clean Water Program Report	See Clean Water Program Report
City of Emeryville Coastal Cleanup, September 25, 2010. Powell Street at Frontage Road. Local	Volunteer Cleanup day. Adults and Children. Residential and Business people.	180 people and 1200 pounds of trash collected.
City of Emeryville Earth Day, April 16, 2011. Christie Ave at 64 th Street – Christie Ave Park. Local event.	Residential – children and adults. Outreach materials included new banner and "bee" campaign.	500 people attended. 50 people visited the booth. Gave away seed packets and brochures. Less than 50 of each.

C.7.f. ► Watershed Stewardship Collaborative Efforts

Summarize watershed stewardship collaborative efforts and/or refer to a regional report that provides details. Describe the level of effort and support given (e.g., funding only, active participation etc.). State efforts undertaken and the results of these efforts. If this activity is done regionally refer to a regional report.

Evaluate effectiveness by describing the following:

- Efforts undertaken
- Major accomplishments

Summary:

See Program’s FY 10/11 Annual Report for a summary of the Bay Friendly and the Bringing Back the Natives garden tours. Municipalities should report any direct participation in these or other watershed efforts.

C.7.g. ► Citizen Involvement Events

List the types of events conducted (e.g., creek clean up, storm drain inlet marking, native gardening etc.). Use the following table for reporting and evaluating citizen involvement events.

Event Details	Description	Evaluation of effectiveness
Provide event name, date, and location. Indicate if event is local, countywide or regional	Describe activity (e.g., creek clean-up, storm drain marking etc.)	Provide general staff feedback on the event. Provide other evaluation details such as: <ul style="list-style-type: none"> • Number of participants. Any change in participation from previous years. • Distance of creek or water body cleaned • Quantity of trash/recyclables collected (weight or volume). • Number of inlets marked. • Data trends
Community Stewardship Grants Program	See Clean Water Program FY 2010/11 Annual Report.	See Clean Water Program FY 2010/11 Annual Report.
City of Emeryville Coastal Cleanup, September 25, 2010. Powell Street at Frontage Road. Local	Shoreline cleanup of litter etc.	180 people and 1200 pounds of trash collected.

C.7.h. ► School-Age Children Outreach

Summarize school-age children outreach programs implemented. A detailed report may be included as an attachment. Use the following table for reporting school-age children outreach efforts.

Program Details	Focus & Short Description	Number of Students/Teachers reached	Evaluation of Effectiveness
Provide the following information: Name Grade or level (elementary/ middle/ high)	Brief description, messages, methods of outreach used	Provide number or participants	Provide agency staff feedback. Report any other evaluation methods used (quiz, teacher feedback etc.). Attach evaluation summary if applicable.
See the C.7 Section of the Program's FY 10-11 Annual Report for a description of School-age Children Outreach efforts conducted at the countywide level. In addition, add information on any local School-age Children Outreach efforts to this table.			

Section 8 - Provision C.8 Water Quality Monitoring

C.8 ► Water Quality Monitoring

State below if information is reported in a separate regional report. Municipalities can also describe below any Water Quality Monitoring activities in which they participate directly, e.g. participation in RMP workgroups, fieldwork within their jurisdictions, etc.

Summary:

During FY 10-11, we contributed through the countywide Program to the BASMAA Regional Monitoring Coalition (RMC). In addition, we contributed financially to the Regional Monitoring Program for Water Quality in the San Francisco Estuary (RMP) and were represented at RMP committees and work groups. For additional information on monitoring activities conducted by the Program, BASMAA RMC and the RMP, see the C.8 Water Quality Monitoring section of the Program's FY 10-11 Annual Report.

Section 9 – Provision C.9 Pesticides Toxicity Controls

C.9.a ▶ Adopt an Integrated Pest Management (IPM) Policy or Ordinance

Attach a copy of your individual IPM ordinance or policy. (<i>Water Board staff requested resubmittal for FY 10-11.</i>)	x	Attached	<input type="checkbox"/>	Not attached , explain below
If Not attached , explain:				
Describe mechanism for adopting/formalizing your agency's IPM ordinance or policy (e.g., department head approval, integration into SOPs, staff training: The City's Bay Friendly Resolution is implemented through Stormwater O&M agreements with private developers, landscape maintenance contracts, requirements for design and construction of new city landscapes, training of staff etc.				

C.9.b ▶ Implement IPM Policy or Ordinance

Report implementation of IPM BMPs by showing trends in quantities and types of pesticides used, and suggest reasons for increases in use of pesticides that threaten water quality, specifically organophosphates, pyrethroids, carbaryl, and fipronil. A separate report can be attached as evidence of your implementation.

Trends in Quantities and Types of Pesticides Used ⁴⁶					
Pesticide Category and Specific Pesticide Used	Amount ⁴⁷				
	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
Organophosphates	0	0			
Product or Pesticide Type A	0	0			
Product or Pesticide Type B	0	0			
Pyrethroids	0	0			
Product or Pesticide Type X	0	0			
Product or Pesticide Type Y	0	0			
Carbaryl	0	0			
Fipronil	0	0			

⁴⁶ Includes all municipal structural and landscape pesticide usage by employees and contractors.

⁴⁷ Weight or volume of the product or preferably its active ingredient, using same units for the product each year.

C.9.c ▶ Train Municipal Employees	
Enter the number of employees that applied or used pesticides (including herbicides) within the scope of their duties this reporting year.	0
Enter the number of these employees who received training on your IPM policy and IPM standard operating procedures within the last 3 years.	0
Enter the percentage of municipal employees who apply pesticides who have received training in the IPM policy and IPM standard operating procedures within the last three years.	0%

C.9.d ▶ Require Contractors to Implement IPM			
Did your municipality contract with any pesticide service provider in the reporting year?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
If yes, attach one of the following:			
<input type="checkbox"/>	Contract specifications that require adherence to your IPM policy and standard operating procedures, OR		
<input type="checkbox"/>	Copy(ies) of the contractors' IPM certification(s) or equivalent, OR		
<input type="checkbox"/>	Equivalent documentation.		
If Not attached , explain:			

C.9.e ▶ Track and Participate in Relevant Regulatory Processes
Summarize participation efforts, information submitted, and how regulatory actions were affected OR reference a regional report that summarizes regional participation efforts, information submitted, and how regulatory actions were affected.
Summary: During FY 10-11, we participated in regulatory processes related to pesticides through contributions to the countywide Program, BASMAA and CASQA. For additional information, see the Regional Pollutants of Concern Report submitted by BASMAA on behalf of all MRP Permittees.

C.9.f ▶ Interface with County Agricultural Commissioners			
Did your municipal staff observe any improper pesticide usage or evidence of improper usage (e.g., pesticides in storm drain systems, along street curbs, or in receiving waters) during this fiscal year?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
If yes, provide a summary of improper pesticide usage reported to the County Agricultural Commissioner and follow-up actions taken to correct any violations. A separate report can be attached as your summary.			
C.9.h.ii ▶ Public Outreach: Point of Purchase			
Provide a summary of public outreach at point of purchase, and any measurable awareness and behavior changes resulting from outreach (here or in a separate report); OR reference a report of a regional effort for public outreach in which your agency participates.			
Summary: See the C.9 Pesticides Toxicity Control section of Program’s FY 10-11 Annual Report for information on point of purchase public outreach conducted countywide and regionally.			
C.9.h.vi ▶ Public Outreach: Pest Control Operators			
Provide a summary of public outreach to pest control operators and landscapers and reduced pesticide use (here or in a separate report); OR reference a report of a regional effort for outreach to pest control operators and landscapers in which your agency participates.			
Summary: See the C.9 Pesticides Toxicity Control section of Program’s FY 10-11 Annual Report for a summary of our participation in and contributions towards countywide and regional public outreach to pest control operators and landscapers to reduce pesticide use.			

Section 10 - Provision C.10 Trash Load Reduction

C.10.a.i ▶ Short-Term Trash Loading Reduction Plan

(For FY 10-11 Annual Report only) Provide description of actions/tasks initiated/conducted/completed in developing a Short-Term Trash Loading Reduction Plan (due February 1, 2012).

Description:

See the C.10 Trash Load Reduction section of Program’s FY 10-11 Annual Report for information on countywide and regional activities conducted on behalf of co-permittees.” In addition, any municipalities that conducted activities locally should report those here.

C.10.a.ii ▶ Baseline Trash Load and Trash Load Reduction Tracking Method

(For FY 10-11 Annual Report only) Provide description of actions/tasks initiated/conducted/completed to gather trash loading data and in developing a Baseline Trash Load and Trash Load Reduction Tracking Method (due February 1, 2012).

Description:

See the C.10 Trash Load Reduction section of Program’s FY 10-11 Annual Report for information on countywide and regional activities conducted on behalf of Permittees.” In addition, any municipalities that conducted activities locally should report **those here**.

C.10.a.iii ▶ Minimum Full Trash Capture

(For FY 10-11 Annual Report and Each Annual Report Thereafter) Provide description of actions/tasks initiated/conducted/completed in implementing Minimum Full Trash Capture Devices (due July 1, 2014) within individual jurisdictions. Include information on Full Trash Capture Devices installed under Bay-area Wide Trash Capture Demonstration Project administered by San Francisco Estuary Partnership.

Description:

See the C.10 Trash Load Reduction section of Program’s FY 10-11 Annual Report for information on countywide and regional activities conducted on behalf of Permittees.” In addition, municipalities should report on their efforts to obtain and install full trash capture devices.

C.10.b.iii ► Trash Hot Spot Assessment

(For FY 10-11 Annual Report and Each Annual Report Thereafter) Provide volume of material removed from each Trash Hot Spot cleanup, and the dominant types of trash (e.g., glass, plastics, paper) removed and their sources to the extent possible.

Fill out the following table or attach a summary of the following information.

Trash Hot Spot	Cleanup Date	Volume of Material Removed	Dominant Type of Trash	Trash Sources (where possible)
Shorebird Park	9/25/10	100 pounds	Plastic litter	Upstream commercial areas, and restaurant nearby.

C.10.d ► Summary of Trash Load Reduction Actions

Provide summary of new trash load reduction actions or increased levels of implementation of existing actions that were implemented after adoption of the MRP (control measures and best management practices) including the types of actions and levels of implementation, and the total trash loads and dominant types of trash removed from each type of action.

Suggested trash load reduction actions to track and report may include:

- Anti-litter Campaigns
- Anti-litter/Dumping Enforcement Activities
- Curbside Recycling Programs
- Education and Outreach Efforts
- Free Trash Pickup/Dropoff Days
- County HHW Program Activities
- Improved Trash Bin Management
- Inspection/Maintenance of Storm Drain Outfalls
- Litter Pickup and Control
- Removal of Homeless Encampments
- Solid Waste Recycling Efforts
- Source Controls/Bans/Prohibitions
- Storm Drain Operation and Maintenance
- Storm Drain Signage/Marking
- Street Sweeping Activities
- Trash Removal from Receptacles
- Volunteer Creek Cleanups

Type of Trash Load Reduction Action	Date of First Implementation	Level of Implementation (specify if level was increased after MRP adoption)	Total Trash Load Removed by Action	Dominant Types of Trash Removed by Action
Stormwater Curbextensions.	1/1/11	New program - was begun after MRP adoption.	"Trash loads removed" were not tracked for all trash load reduction actions this fiscal year.	Small litter and pieces over 5mm in size.

			Once the Trash Load Reduction Tracking Method is developed (see Provision C.10.a.ii), trash loads removed will be documented for each load reduction action. See the Program's FY10-11 Annual Report for schedule.	
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Section 11 - Provision C.11 Mercury Controls

C.11.a.i ► Mercury Recycling Efforts

List below or attach lists of efforts to promote, facilitate, and/or participate in collection and recycling of mercury containing devices and equipment at the consumer level (e.g., thermometers, thermostats, switches, bulbs).

See the FY 10-11 Program Annual Report for a list of mercury collection and recycling efforts conducted countywide and regionally. The City of Emeryville has free Compact Fluorescent Lamp collection services for its residential population. Battery collection is also provided through several means: curbside collection for customers with cart-based recycling, take-back programs at retail stores and mail back boxes for multi-family properties.

C.11.a.ii ► Mercury Collection

Provide an estimate of the mass of mercury collected through these efforts, or provide a reference to a report containing this estimate.

Amount collected:

Not all mercury and PCB load reduction actions were tracked using "loads removed" methods this fiscal year. In the Program's FY 09-10 Annual Report and/or the BASMAA Regional POC Report, an initial Mercury and PCB Load Reduction Tracking Method was presented (see Provision C.11.g). Based on Water Board staff comments, a revised method will be presented in the Program's FY 10-11 Annual Report and/or the BASMAA Regional POC Report. Based on this methodology, loads removed via the collection/recycling of mercury-containing products will be documented beginning in FY 11-12.

- C.11.b ► Monitor Methylmercury
- C.11.c ► Pilot Projects to Investigate and Abate Mercury Sources in Drainages
- C.11.d ► Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices
- C.11.e ► Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit
- C.11.f ► Diversion of Dry Weather and First Flush Flows to POTWs
- C.11.g ► Monitor Stormwater Mercury Pollutant Loads and Loads Reduced
- C.11.h ► Fate and Transport Study of Mercury In Urban Runoff
- C.11.i ► Development of a Risk Reduction Program Implemented Throughout the Region
- C.11.j ► Develop Allocation Sharing Scheme with Caltrans

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary

A summary of countywide Program and regional accomplishments for these sub-provisions are included within the C.11 Mercury Controls section of Program's FY 10-11 Annual Report and/or the BASMAA Regional POC Report.

Section 12 - Provision C.12 PCBs Controls

C.12.a.i,iii ► Municipal Inspectors Training

(For FY 09-10 Annual Report only) List below or attach description of results of training municipal industrial inspectors to identify, in the course of their existing inspections, PCBs or PCB-containing equipment.

Description:

In FY 09-10, inspector training materials were developed by BASMAA and provided in the FY 09-10 BASMAA Regional POC Report. A description of efforts to train municipal industrial inspectors was provided in FY 09-10 permittee and/or Program Annual Reports.

C.12.a.ii,iii ► Ongoing Training

(For FY 10-11 Annual Report and Each Annual Report Thereafter) List below or attach description of ongoing training development and inspections for PCB identification, including documentation and referral to appropriate regulatory agencies (e.g. county health departments, Department of Toxic Substances Control, California Department of Public Health, and the Water Board) as necessary.

Description:

See the FY 10-11 Program Annual Report for a description of training provided countywide.

- C.12.b ► Conduct Pilot Projects to Evaluate Managing PCB-Containing Materials and Wastes during Building Demolition and Renovation Activities
- C.12.c ► Pilot Projects to Investigate and Abate On-land Locations with Elevated PCB Concentrations
- C.12.d ► Conduct Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices
- C.12.e ► Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit
- C.12.f ► Diversion of Dry Weather and First Flush Flows to POTWs
- C.12.g ► Monitor Stormwater PCB Pollutant Loads and Loads Reduced
- C.12.h ► Fate and Transport Study of PCBs In Urban Runoff
- C.12.i ► Development of a Risk Reduction Program Implemented Throughout the Region

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary

A summary of countywide Program and regional accomplishments for these sub-provisions are included within the C.12 PCB Controls section of Program's FY 10-11 Annual Report and/or the BASMAA Regional POC Report.

Section 13 - Provision C.13 Copper Controls

C.13.a.i and iii ► Legal Authority: Architectural Copper

(For FY 10-11 Annual Report only) Do you have adequate legal authority to prohibit discharge of wastewater to storm drains generated from the installation, cleaning, treating, and washing of the surface of copper architectural features, including copper roofs to storm drains?

X	Yes		No
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If **No**, explain and provide schedule for obtaining authority within 1 year:

C.13.b.i and iii ► Legal Authority: Pools, Spas, and Fountains

(For FY10-11 Annual Report only) Do you have adequate legal authority to prohibit discharges to storm drains from pools, spas, and fountains that contain copper-based chemicals?

X	Yes		No
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If **No**, explain and provide schedule for obtaining authority within 1 year:

C.13.c ► Vehicle Brake Pads

Reported in a separate regional report.
 A summary of the countywide Program’s participation with the Brake Pad Partnership (BPP) is included within the C.13 Copper Controls section of Program’s FY 10-11 Annual Report and/or the BASMAA Regional POC Report.

C.13.d.iii ► Industrial Sources Copper Reduction Results

Based upon inspection activities conducted under Provision C.4, highlight copper reduction results achieved among the facilities identified as potential users or sources of copper, facilities inspected, and BMPs addressed.

Summary
 There were no significant users of copper identified in the commercial inspection program.

C.13.e ► Studies to Reduce Copper Pollutant Impact Uncertainties

Report on progress of studies being conducted countywide or regionally to reduce copper pollutant impact uncertainties. State below if information is reported in a separate regional report.

Summary

A summary of the countywide Program and/or regional efforts to develop regional studies to reduce copper pollutant impact uncertainties is included within the C.13 Copper Controls section of Program's FY 10-11 Annual Report and/or BASMAA Regional POC Report.

Section 14 - Provision C.14 PBDE, Legacy Pesticides and Selenium Controls

C.14.a ► Control Programs for PBDEs, Legacy Pesticides and Selenium Controls

Report on progress of studies being conducted countywide or regionally to characterize the distribution and pathways of PBDEs, legacy pesticides, and selenium. State below if information is reported in a separate regional report.

Summary

A summary of the countywide Program and regional efforts related to the Control Program for PBDEs, Legacy Pesticides and Selenium is included within the C.14 PBDE, Legacy Pesticides and Selenium section of Program's FY 10-11 Annual Report and/or BASMAA Regional POC Report.

Section 15 - Provision C.15 Exempted and Conditionally Exempted Discharges

C.15.b.iii.(1), C.15.b.iii.(2) ► Planned and Unplanned Discharges of Potable Water

Is your agency a water purveyor?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If No , skip to C.15.b.vi.(2):				
If Yes , Complete the attached reporting tables or attach your own table with the same information. Provide any clarifying comments below.				
Comments:				

C.15.b.vi.(2) ► Irrigation Water, Landscape Irrigation, and Lawn or Garden Watering

<p>Provide implementation summaries of the required BMPs to promote measures that minimize runoff and pollutant loading from excess irrigation. Generally the categories are:</p> <ul style="list-style-type: none"> • Promote conservation programs • Promote outreach for less toxic pest control and landscape management • Promote use of drought tolerant and native vegetation • Promote outreach messages to encourage appropriate watering/irrigation practices • Implement Illicit Discharge Enforcement Response Plan for ongoing, large volume landscape irrigation runoff.
<p>Summary: The City of Emeryville promotes and sometimes requires the use of Bay Friendly Landscaping design, construction and maintenance practices. The City is developing a Bay Friendly version of the California Water Efficient Landscape Ordinance. The City requires the use of compost and mulch per city standards in all new landscapes in the City. The City requires LID practices using Bay Friendly Landscaping for all new development projects.</p>

**Emeryville Clean Water Inspections
Fiscal Year 2010-11**

**Annual Report
7/1/2010-6/30/2011**

No.	Category	Name	Address	Inspector	Date	Inspection Type	Billing Type	Enforcement?	Outreach Material?	Status?
1	Fleet Operations	AC TRANSIT EMERYVILLE	1177 47th St	KLAI	1-Dec-10	Routine	Targeted	none	Y	
2	Commercial	ADMAC PRE-PRESS COMPANY	1464 67th St	KBIBER	15-Dec-10	Routine	Targeted	none	N	
3	Commercial	BACCHUS PRESS, INC ¹	1287 66th St	CWITTORP	26-Oct-10	Investigation / call-out	Add-On	none	N	
4	Food Service	BASKIN ROBBINS	1199 40th St	KLAI	22-Dec-10	Routine	Targeted	none	N	
5	Commercial	BEL AIRE DISPLAYS	5710 Hollis St	KBIBER	15-Dec-10	Routine	Targeted	none	N	Closed
6	Food Service	BISCOS CAFÉ	4240 Hollis St	KLAI	13-Jan-11	Routine	Targeted	none	N	Closed
7	Vehicle Service	BOYDS BODY SHOP ²	1245 Powell St	MWALTON	2-May-11	Routine	Targeted	Referral Notice	N	
8	Food Service	BRIAZZ CAFÉ	1900 Powell St	KLAI	30-Nov-10	Routine	Targeted	none	N	Closed
9	Food Service	BURGER KING	5701 Christie Ave	KLAI	12-Jan-11	Routine	Targeted	none	N	
10	Food Service	Carrie Dove Catering	1552 Beach Street #C	NKLUMPP	7-Dec-10	First Inspection	Targeted	none	Y	
11	Food Service	CHEVYS	1890 Powell St	ASTRAWDE	3-Feb-11	Routine	Targeted	none	N	
12	Commercial	CLEVERFELLOWS WOOD WORKING	1501 Powell St	KLAI	18-Jan-11	Routine	Targeted	none	N	Closed
13	Commercial	COULTER STEEL AND FORGE ³	1494 67th St	CLSPENCE	24-Jun-11	Routine	Targeted	Verbal Warning	N	
14	Commercial	COULTER STEEL AND FORGE	1494 67th St	CLSPENCE	28-Jun-11	Compliance follow-up	Targeted	none	N	
15	Food Service	COURTYARD BY MARRIOTT	5555 Shellmound St	ASTRAWDE	15-Feb-11	Routine	Targeted	none	N	
16	Food Service	DENNYS	1776 Powell St	ASTRAWDE	3-Feb-11	Routine	Targeted	none	N	
17	Food Service	Doyle Street Cafe	5515 Doyle Street	NKLUMPP	7-Dec-10	First Inspection	Targeted	none	Y	
18	Vehicle Service	ENGINE WORLD	1489 67th St	KBIBER	5-Jan-11	Routine	Targeted	none	N	
19	Fleet Operations	FEDERAL EXPRESS CORP	1600 63rd St	KBIBER	5-Jan-11	Routine	Targeted	none	N	
20	Retail	HOME DEPOT	3838 Hollis St	KLAI	25-Jan-11	Routine	Targeted	none	Y	
21	Food Service	HONG KONG EAST OCEAN	3199 Powell St	ASTRAWDE	15-Feb-11	Routine	Targeted	none	N	
22	Food Service	IHOP	4101 San Pablo Ave	ASTRAWDE	15-Feb-11	Routine	Targeted	none	N	
23	Retail	IKEA	4400 Shellmound St	MWALTON	8-Jun-11	Routine	Targeted	none	N	
24	Food Service	Lanesplitter	3645 San Pablo Ave	MWALTON	7-Dec-10	First Inspection	Targeted	none	N	
25	Retail	LONGS DRUGS #553	4349 San Pablo Ave	MWALTON	8-Dec-10	Routine	Targeted	none	N	Closed
26	Food Service	Los Cantaros Taqueria #2	4115 San Pablo Ave	MWALTON	8-Dec-10	First Inspection	Targeted	none	Y	
27	Food Service	Mediterraneo	1552 Beach Street #D	NKLUMPP	7-Dec-10	First Inspection	Targeted	none	Y	
28	Food Service	Meera Rani	4336 San Pablo Ave	MWALTON	10-Jan-11	First Inspection	Targeted	none	N	Closed
29	Manufacturing	METALCO	1475 67th St	DMAPP	13-Jan-11	Routine	Targeted	none	N	
30	Property Management	NOVARTIS - BLDG 12A	Building 12a - Parking Garage	CLSPENCE	16-Jun-11	Routine	Targeted	none	N	
31	Laboratory	NOVARTIS - BLDG F ⁴	1403 Stanford Ave Building F	CLSPENCE	16-Jun-11	Routine	Targeted	none	N	Bldg Empty
32	Laboratory	NOVARTIS - BLDG H	5301 Horton St. Building H	CLSPENCE	15-Dec-10	Routine	Targeted	none	N	
33	Laboratory	NOVARTIS - BLDG N	4560 Horton St. Building N	CLSPENCE	15-Dec-10	Routine	Targeted	none	N	

**Emeryville Clean Water Inspections
Fiscal Year 2010-11**

**Annual Report
7/1/2010-6/30/2011**

No.	Category	Name	Address	Inspector	Date	Inspection Type	Billing Type	Enforcement?	Outreach Material?	Status?
34	Laboratory	NOVARTIS, Bld MGT	1400 53rd St Building Mgt	MWALTON	25-May-11	Routine	Targeted	none	N	
35	Commercial	OFOTO	1399 64th St	KBIBER	15-Dec-10	Routine	Targeted	none	N	
36	Grocery Store	PAK-N-SAVE STORE #3125 ⁵	3889 San Pablo Ave	KLAI	19-Jan-11	Routine	Targeted	Referral Notice	Y	
37	Food Service	PAULDING & CO.	1410 62nd St	CLSPENCE	24-Jun-11	Routine	Targeted	none	N	
38	Food Service	PEETS COFFEE ⁶	1400 Park Ave	MWALTON	9-May-11	Routine	Targeted	none	N	Delisted
39	Vehicle Service	PERFECTION LTD. BODY SHOP	1355 Park Ave	KLAI	15-Dec-10	Routine	Targeted	none	Y	
40	Commercial	PICTOPIA INC	1300 66th St	KBIBER	15-Dec-10	Routine	Targeted	none	N	
41	Food Service	Ponte Roma ⁷	5885 Horton Street	KBIBER	25-Aug-10	First Inspection	Targeted	none	N	Delisted
42	Commercial	R & L Warehouse (Rypins Lipinski Assoc)	1490 66th St	MWALTON	20-May-11	Routine	Targeted	none	N	
43	Food Service	Robas Pizza Cafe	2320 Powell Street	KBIBER	16-Aug-10	Routine	Targeted	none	N	
44	Commercial	ROLLER PRESS, INC	6647 Hollis St	KBIBER	15-Dec-10	Routine	Targeted	none	N	
45	Food Service	RUBYs CAFÉ	6233 Hollis St	KLAI	10-Nov-10	Routine	Targeted	none	N	
46	Food Service	Rudys Can't Fail Cafe	4081 Hollis Street	KBIBER	27-Aug-10	Routine	Targeted	none	N	
47	Food Service	Soup Freaks	1900 Powell Street	KLAI	18-Jan-11	First Inspection	Targeted	none	N	
48	Food Service	The Chalet ⁸	1411 Powell	KBIBER	24-Aug-10	First Inspection	Targeted	Verbal Warning	N	
49	Food Service	The Chalet	1411 Powell	KBIBER	27-Sep-10	Compliance follow-up	Targeted	none	N	
50	Commercial	TNTs	1552 Beach St #A	KLAI	25-Jan-11	Routine	Targeted	none	Y	
51	Food Service	TRADER VICS	9 Anchor Dr	ASTRAWDE	15-Feb-11	Routine	Targeted	none	N	
52	Commercial	UNITED ARTISTS	6330 Christie Ave	KBIBER	5-Jan-11	Routine	Targeted	none	N	
53	Food Service	Uptown Cafe & Bar	4336 San Pablo	MWALTON	10-Jan-11	Routine / Add-on	Targeted	none	N	
54	Food Service	Walleys Cafe	3900 San Pablo Ave	KLAI	25-Jan-11	First Inspection	Targeted	none	Y	
55	Mini-Market	WATERGATE MARKET ⁹	2390 Powell St	ASTRAWDE	15-Feb-11	Routine	Targeted	Verbal Warning	N	
56	Mini-Market	WATERGATE MARKET	2390 Powell St	ASTRAWDE	1-Mar-11	Compliance follow-up	Targeted	none	N	
57	Property Management	Wilson Associates	1501 Powell St	KLAI	27-Nov-10	Routine	Targeted	Referral Notice	Y	

**Emeryville Clean Water Inspections
Fiscal Year 2010-11**

**Annual Report
7/1/2010-6/30/2011**

No.	Category	Name	Address	Inspector	Date	Inspection Type	Billing Type	Enforcement?	Outreach Material?	Status?
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Summary	
Total Inspection completed	57
Total Routine inspections	53
Investigation Call-out inspection	1
Total Compliance follow-up inspections	3
Total referrals to Emeryville for follow-up	3
Total inspections with violations	6
Delisted	2
Closed	6

NOTES

¹Bacchus Press Inc.: Facility appears to be in compliance with SW Regs. Inspector noted empty drums with lids located on the side of the building waiting for haz.waste pick-up and bins of paper for recycling, covered in plastic.

²Boyd's Body Shop: Referred to the City on 7/11/11; Inspection indicated a drain on the lot that receives car wash water. It's unknown if the drain is stormwater or sanitary.

³Coulter Steel & Forge: Inspection indicated that new tarps were needed to cover the equipment area which had (1) storm drain. Inspection follow-up indicated that new tarps were purchased and ready for use.

⁴Novartis-Bldg F: Building is empty. Did not delist as part of the Novartis campus that is active.

⁵Pak-N-Save Store: Referred to the City on 3/23/11; Issues identified were the trash compactor and plastic bags.

⁶Peets Coffee: This facility previously roasted/processed coffee beans; this process now occurs at another site. This site is an office only.

⁷Ponte Roma: Food service facility is located inside the Amtrak Station & Amtrak maintains the facility; Ponte Roma is only a tenant. Tenant will be included in the Amtrak inspection.

⁸The Chalet: Inspection indicated that the facility had various old paint cans being stored in the parking area. Paint cans were removed and are stored elsewhere away from storm drain connections.

⁹Watergate Market: Inspection indicated that the storm drain near the loading dock was clogged with food debris and grease, site had loose cardboard and trash was not contained. On follow-up inspection the loading dock was cleaned.

**Stormwater Enforcement Summary
Fiscal Year 2010-11**

**Annual Report
7/1/2010-6/30/2011**

Facility Name and Address	Date	Type	Citation	#	Corrected?	Comments
Boyds Body Shop (1245 Powell Street, Emeryville)	5/2/2011	Routine		0		Inspection indicated a drain on the lot that receives car wash water. It's unknown if the drain is stormwater or sanitary. Referred to the City for follow-up.
Coulter Steel & Forge (1494 67th Street, Emeryville)	6/24/2011	Routine	VN	0		Inspection indicated that new tarps were needed to cover the equipment area which had one stormdrain.
	6/28/2011	Compliance F/U		0	yes	New tarps were purchased and ready for use.
Pak-N-Save Store #3125 (3889 San Pablo Ave, Emeryville)		Routine		0		Trash compactor area showed signs of spills and pastic bags scattered throughout the property. Referred to the City for follow-up.
	1/19/2011					
The Chalet (1411 Powell Street, Emeryville)	8/24/2010	First Inspection	WN	0		Old paint cans stored in parking lot near a stormdrain.
	9/27/2010	Compliance F/U		0	yes	Owner indicated compliance on 9/1/10.
Watergate Market (2390 Powell Street, Emeryville)	2/15/2011	Routine	VN	0		Inspection indicated that the storm drain near the loading dock was clogged with food debris & grease, the site had loose carboard scattered throughout, and the trash was not contained.
	3/1/2011	Compliance F/U		0	yes	On follow-up the dock was cleaned. Manager indicated compliance on 2/24/11.

Planned Inspections for Emeryville (7/1/2011-6/30/2012)

No.	Name	Address	Last Inspection	Enforcement History	Inspector	Inspection Frequency	Category	Inspection Type
Routine								
1	CAPITOLA RESTAURANT	5750 CHRISTIE AVE	12-Mar-08	NA	TQUANE	1 insp. / 3 yrs.	Food Service	Routine
2	JAMBA JUICE	5761 CHRISTIE AVE	12-Mar-08	NA	TQUANE	1 insp. / 3 yrs.	Food Service	Routine
3	AMC BAY STREET 16 THEATER	5614 BAY ST	1-Feb-07	NA	CWITTORP	1 insp. / 5 yrs.	Commercial	Routine
4	BANK CLUB CAFÉ	3900 SAN PABLO AVE	15-Mar-07	NA	TQUANE	1 insp. / 5 yrs.	Food Service	Routine
5	BAY STREET EMERYVILLE	5616 BAY ST	1-Feb-07	NA	CWITTORP	1 insp. / 5 yrs.	Commercial	Routine
6	CHEVYS	1890 POWELL ST	3-Feb-11	NA	ASTRAWDE	1 insp. / 1 yrs.	Food Service	Routine
7	COCINA POBLANA	1320 65TH ST	18-Sep-08	NA	TTOLES	1 insp. / 3 yrs.	Food Service	Routine
8	EMERY BAY CAFÉ	5857 CHRISTIE AVE	1-Jun-09	NA	MWALTON	1 insp. / 3 yrs.	Food Service	Routine
9	EMERY BAY/EMERYVILLE PUBLIC MARKET	5959 SHELLMOUND ST	14-May-08	Warning Notice 16-May-03	SARCHACK	1 insp. / 3 yrs.	Food Service	Routine
10	Emeryville Market Place	6001 SHELLMOUND ST	7-Jun-07	NA	SARCHACK	1 insp. / 5 yrs.	Property	Routine
11	HONG KONG EAST OCEAN	3199 POWELL ST	15-Feb-11	Warning Notice 04-Sep-09 Warning Notice 16-Apr-03	ASTRAWDE	1 insp. / 1 yrs.	Food Service	Routine
12	IHOP	4101 SAN PABLO AVE	15-Feb-11	NA	ASTRAWDE	1 insp. / 1 yrs.	Food Service	Routine
13	KHANA KHAZNA	4336 SAN PABLO AVE	29-Sep-08	NA	TTOLES	1 insp. / 3 yrs.	Food Service	Routine
14	PIXAR	1200 PARK AVE	29-Jun-06	NA	SARCHACK	1 insp. / 5 yrs.	Commercial	Routine
15	PLUM SCREEN PRINTING	1308 63RD ST	12-May-06	NA	SARCHACK	1 insp. / 5 yrs.	Commercial	Routine
16	TRADER VICS	9 ANCHOR DR	15-Feb-11	Notice of Violation 17-	ASTRAWDE	1 insp. / 1 yrs.	Food Service	Routine
17	Wilson Associates	1501 POWELL ST	27-Nov-10	NA	KLAI	1 insp. / 1 yrs.	Property	Routine
18	WOODFIN SUITE HOTEL	5800 SHELLMOUND ST	4-Jun-09	NA	DMAPP	1 insp. / 3 yrs.	Property Management	Routine

Subtotal: 18

NOI

1	AC TRANSIT EMERYVILLE	1177 47TH ST	1-Dec-10	NA	KLAI	1 insp. / 1 yrs.	Fleet Operations	Routine
2	BAYER HEALTH CARE PHARMACEUTICALS, PDU	5301 Horton St.	1-Apr-10	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory	Routine

No.	Name	Address	Last Inspection	Enforcement History	Inspector	Inspection Frequency	Category	Inspection Type
3	BAYER HEALTHCARE PHARMACEUTICAL - BLDG	4510 HORTON ST BLDG D	1-Apr-10	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory	Routine
4	FEDERAL EXPRESS CORP	1600 63RD ST	5-Jan-11	NA	KBIBER	1 insp. / 1 yrs.	Fleet Operations	Routine
5	METALCO	1475 67TH ST	13-Jan-11	NA	DMAPP	1 insp. / 1 yrs.	Manufacturing	Routine
6	NOVARTIS - BLDG 12A	BUILDING 12A - PARKING GARAGE	16-Jun-11	NA	CLSPENCE	1 insp. / 1 yrs.	Property Management	Routine
7	NOVARTIS - BLDG N	4560 HORTON St. Building N	15-Dec-10	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory	Routine

Subtotal: 7

High Priority

1	BOYDS BODY SHOP	1245 POWELL ST	2-May-11	Referral Notice 2-May-11	MWALTON	1 insp. / 1 yrs.	Vehicle Service	Compliance F/U
2	COULTER STEEL AND FORGE	1494 67TH ST	28-Jun-11	Verbal Notice 24-Jun-11	CLSPENCE	1 insp. / 1 yrs.	Commercial	Compliance F/U
3	PAK-N-SAVE STORE #3125	3889 SAN PABLO AVE	19-Jan-11	Referral Notice 19-JAN-11 Warning Notice 14-Sep-09	KLAI	1 insp. / 1 yrs.	Grocery Store	Compliance F/U
4	The Chalet	1411 Powell	27-Sep-10	Warning Notice 24-Aug-10	KBIBER	1 insp. / 1 yrs.	Food Service	Compliance F/U
5	WATERGATE MARKET	2390 POWELL ST	1-Mar-11	Verbal Notice 2/15/11 Warning Notice 03-Sep-09	ASTRAWDE	1 insp. / 1 yrs.	Mini-Market	Compliance F/U

Subtotal: 5

Total Planned Inspections: 30

Emeryville Inventory List (Active Only) 08/08/2011

No.	Name	Address	Last Inspection	Inspection Due Date	Enforcement	Inspector	Inspection Frequency	Category
1	CAPITOLA RESTAURANT	5750 CHRISTIE AVE	12-Mar-08	12-Mar-11	NA	TQUANE	1 insp. / 3 yrs.	Food Service
2	JAMBA JUICE	5761 CHRISTIE AVE	12-Mar-08	12-Mar-11	NA	TQUANE	1 insp. / 3 yrs.	Food Service
3	BAYER HEALTHCARE PHARMACEUTICAL - BLDG D	4510 HORTON ST BLDG D	1-Apr-10	1-Apr-11	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory
4	BAYER HEALTH CARE PHARMACEUTICALS, PDU	5301 Horton St.	1-Apr-10	1-Apr-11	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory
5	PLUM SCREEN PRINTING	1308 63RD ST	12-May-06	11-May-11	NA	SARCHACK	1 insp. / 5 yrs.	Commercial
6	EMERY BAY/EMERYVILLE PUBLIC MARKET	5959 SHELLMOUND ST	14-May-08	14-May-11	Warning Notice 16-May-03	SARCHACK	1 insp. / 3 yrs.	Food Service
7	PIXAR	1200 PARK AVE	29-Jun-06	28-Jun-11	NA	SARCHACK	1 insp. / 5 yrs.	Commercial
8	COCINA POBLANA	1320 65TH ST	18-Sep-08	18-Sep-11	NA	TTOLES	1 insp. / 3 yrs.	Food Service
9	The Chalet	1411 Powell	27-Sep-10	27-Sep-11	Warning Notice	KBIBER	1 insp. / 1 yrs.	Food Service
10	KHANA KHAZNA	4336 SAN PABLO	29-Sep-08	29-Sep-11	NA	TTOLES	1 insp. / 3 yrs.	Food Service
11	Wilson Associates	1501 POWELL ST	27-Nov-10	27-Nov-11	NA	KLAI	1 insp. / 1 yrs.	Property Management
12	AC TRANSIT EMERYVILLE	1177 47TH ST	1-Dec-10	1-Dec-11	NA	KLAI	1 insp. / 1 yrs.	Fleet
13	NOVARTIS - BLDG N	4560 HORTON St. Building N	15-Dec-10	15-Dec-11	NA	CLSPENCE	1 insp. / 1 yrs.	Laboratory
14	FEDERAL EXPRESS CORP	1600 63RD ST	5-Jan-11	5-Jan-12	NA	KBIBER	1 insp. / 1 yrs.	Fleet
15	METALCO	1475 67TH ST	13-Jan-11	13-Jan-12	NA	DMAPP	1 insp. / 1 yrs.	Manufacturing
16	PAK-N-SAVE STORE #3125	3889 SAN PABLO AVE	19-Jan-11	19-Jan-12	Referral Notice 19-JAN-11	KLAI	1 insp. / 1 yrs.	Grocery Store
17	AMC BAY STREET 16	5614 BAY ST	1-Feb-07	31-Jan-12	NA	CWITTORP	1 insp. / 5 yrs.	Commercial
18	BAY STREET EMERYVILLE	5616 BAY ST	1-Feb-07	31-Jan-12	NA	CWITTORP	1 insp. / 5 yrs.	Commercial
19	CHEVYS	1890 POWELL ST	3-Feb-11	3-Feb-12	NA	ASTRAWDE	1 insp. / 1 yrs.	Food Service
20	HONG KONG EAST OCEAN	3199 POWELL ST	15-Feb-11	15-Feb-12	Warning Notice 04-Sep-09	ASTRAWDE	1 insp. / 1 yrs.	Food Service
21	IHOP	4101 SAN PABLO	15-Feb-11	15-Feb-12	NA	ASTRAWDE	1 insp. / 1 yrs.	Food Service
22	TRADER VICS	9 ANCHOR DR	15-Feb-11	15-Feb-12	Notice of	ASTRAWDE	1 insp. / 1 yrs.	Food Service
23	WATERGATE MARKET	2390 POWELL ST	1-Mar-11	29-Feb-12	Verbal Notice 15-FEB-11	ASTRAWDE	1 insp. / 1 yrs.	Mini-Market
24	BANK CLUB CAFÉ	3900 SAN PABLO	15-Mar-07	13-Mar-12	NA	TQUANE	1 insp. / 5 yrs.	Food Service
25	BOYDS BODY SHOP	1245 POWELL ST	2-May-11	1-May-12	Referral Notice	MWALTON	1 insp. / 1 yrs.	Vehicle
26	EMERY BAY CAFÉ	5857 CHRISTIE AVE	1-Jun-09	31-May-12	NA	MWALTON	1 insp. / 3 yrs.	Food Service

No.	Name	Address	Last Inspection	Inspection Due Date	Enforcement	Inspector	Inspection Frequency	Category
27	WOODFIN SUITE HOTEL	5800 SHELLMOUND ST	4-Jun-09	3-Jun-12	NA	DMAPP	1 insp. / 3 yrs.	Property Management
28	Emeryville Market Place Tower	6001 SHELLMOUND ST	7-Jun-07	5-Jun-12	NA	SARCHACK	1 insp. / 5 yrs.	Property Management
29	NOVARTIS - BLDG 12A	BUILDING 12A - PARKING GARAGE	16-Jun-11	15-Jun-12	NA	CLSPENCE	1 insp. / 1 yrs.	Property Management
30	COULTER STEEL AND FORGE	1494 67TH ST	28-Jun-11	27-Jun-12	Verbal Notice	CLSPENCE	1 insp. / 1 yrs.	Commercial
31	EMERYVILLE SPORTFISHING	3310 POWELL ST	3-Sep-09	2-Sep-12	NA	SARCHACK	1 insp. / 3 yrs.	Commercial
32	SCENDS RESTAURANT	3627 SAN PABLO	14-Sep-09	13-Sep-12	NA	KLAI	1 insp. / 3 yrs.	Food Service
33	KFC	4501 SAN PABLO	14-Sep-09	13-Sep-12	NA	KLAI	1 insp. / 3 yrs.	Food Service
34	OAKS CORNER/OAKS CLUB	4099 SAN PABLO	15-Sep-09	14-Sep-12	NA	KLAI	1 insp. / 3 yrs.	Food Service
35	P F CHANG	5633 BAY ST	16-Sep-09	15-Sep-12	NA	KLAI	1 insp. / 3 yrs.	Food Service
36	Amtrak Train Station	5885 Horton Street	17-Sep-09	16-Sep-12	NA	KLAI	1 insp. / 3 yrs.	Fleet
37	STAR MACHINING	5835 DOYLE ST	29-Oct-09	28-Oct-12	NA	KLAI	1 insp. / 3 yrs.	Vehicle
38	HOME DEPOT	3838 HOLLIS ST	25-Jan-11	24-Jan-13	Referral Notice	KLAI	1 insp. / 2 yrs.	Retail
39	QUIZNOS	6520 HOLLIS ST	30-Jan-08	28-Jan-13	NA	NKLUMPP	1 insp. / 5 yrs.	Food Service
40	DENNYS	1776 POWELL ST	3-Feb-11	2-Feb-13	Warning Notice	ASTRAWDE	1 insp. / 2 yrs.	Food Service
41	Summer Summer Thai	5885 Hollis Street	24-Feb-10	23-Feb-13	NA	SARCHACK	1 insp. / 3 yrs.	Food Service
42	HILTON GARDEN INN	1800 POWELL ST	27-Feb-08	25-Feb-13	NA	NKLUMPP	1 insp. / 5 yrs.	Property Management
43	DIVERSIFIED PROPERTIES	5890 CHRISTIE AVE	27-Feb-08	25-Feb-13	NA	NKLUMPP	1 insp. / 5 yrs.	Property Management
44	BIENVENIDOS	1320 65TH ST	6-Mar-08	5-Mar-13	NA	TQUANE	1 insp. / 5 yrs.	Food Service
45	STARBUCKS #8912	1405 65TH ST	10-Mar-08	9-Mar-13	NA	TQUANE	1 insp. / 5 yrs.	Food Service
46	SUBWAY #25529	5858 HORTON ST	10-Mar-08	9-Mar-13	NA	TQUANE	1 insp. / 5 yrs.	Food Service
47	SUBWAY #36635	6475 HOLLIS ST	10-Mar-08	9-Mar-13	NA	TQUANE	1 insp. / 5 yrs.	Food Service
48	STARBUCKS COFFEE #5601	5767 CHRISTIE AVE	13-Mar-08	12-Mar-13	NA	TQUANE	1 insp. / 5 yrs.	Food Service
49	4TH STREET WOODWORKING COMPANY	1266 45TH ST	29-Mar-10	28-Mar-13	NA	DMAPP	1 insp. / 3 yrs.	Manufacturing
50	Bayer Health Care Pharmaceutical, CMF	1403 STANFORD AVE Building CMF	1-Apr-10	31-Mar-13	NA	CLSPENCE	1 insp. / 3 yrs.	Laboratory
51	BAYER VN/VS	4225 HORTON	1-Apr-10	31-Mar-13	NA	CLSPENCE	1 insp. / 3 yrs.	Laboratory
52	CAFÉ AQUARIUS	1298 65TH ST	4-Apr-08	3-Apr-13	NA	CLSPENCE	1 insp. / 5 yrs.	Food Service
53	ARIZMENDI BAKERY &	4801 SAN PABLO	8-Apr-08	7-Apr-13	NA	DMAPP	1 insp. / 5 yrs.	Food Service
54	Rotten City Pozza	6613 Hollis Street	22-Apr-10	21-Apr-13	NA	DMAPP	1 insp. / 3 yrs.	Food Service
55	CHEVRON	1400 POWELL ST	26-Apr-10	25-Apr-13	NA	KLAI	1 insp. / 3 yrs.	Gas Station
56	FOUR POINTS HOTELS BY SHERATON	1603 POWELL ST	27-Apr-10	26-Apr-13	NA	SARCHACK	1 insp. / 3 yrs.	Property Management

No.	Name	Address	Last Inspection	Inspection Due Date	Enforcement	Inspector	Inspection Frequency	Category
57	CABUCCIS	5858 HORTON ST	29-Apr-08	28-Apr-13	NA	CLSPENCE	1 insp. / 5 yrs.	Food Service
58	COFFEE AND SNACK SHOP	5980 HORTON ST	29-Apr-08	28-Apr-13	Notice of	CLSPENCE	1 insp. / 5 yrs.	Food Service
59	BUCCIS	6121 HOLLIS ST	30-Apr-10	29-Apr-13	NA	KLAI	1 insp. / 3 yrs.	Food Service
60	DAILY HARVEST	6613 HOLLIS ST	19-May-08	18-May-13	NA	CLSPENCE	1 insp. / 5 yrs.	Food Service
61	COME BACK CAFÉ	6009 CHRISTIE AVE	27-May-08	26-May-13	NA	SARCHACK	1 insp. / 5 yrs.	Food Service
62	NAMIES KITCHEN	6613 HOLLIS ST	4-Jun-08	3-Jun-13	NA	MWALTON	1 insp. / 5 yrs.	Food Service
63	PAULA LE DUC CATERING	1350 PARK AVE	9-Jun-08	8-Jun-13	NA	MWALTON	1 insp. / 5 yrs.	Food Service
64	TOGOS EATERY	5751 CHRISTIE AVE	9-Jun-08	8-Jun-13	NA	DMAPP	1 insp. / 5 yrs.	Food Service
65	NOVARTIS - BLDG F	1403 STANFORD AVE Building F	16-Jun-11	15-Jun-13	NA	CLSPENCE	1 insp. / 2 yrs.	Laboratory
66	EMERYVILLE SHELL	1800 POWELL ST	24-Jun-08	23-Jun-13	NA	DMAPP	1 insp. / 5 yrs.	Gas Station
67	EUROPEAN AUTO SALVAGE	4060 HARLAN ST	24-Jun-08	23-Jun-13	NA	DMAPP	1 insp. / 5 yrs.	Vehicle
68	COOP KITCHEN	6613 HOLLIS ST	23-Jul-08	22-Jul-13	NA	DMAPP	1 insp. / 5 yrs.	Food Service
69	Robas Pizza Cafe	2320 Powell Street	16-Aug-10	15-Aug-13	NA	KBIBER	1 insp. / 3 yrs.	Food Service
70	Rudys Can't Fail Cafe	4081 Hollis Street	27-Aug-10	26-Aug-13	NA	KBIBER	1 insp. / 3 yrs.	Food Service
71	EMERY BAY 76	1700 POWELL ST	16-Sep-08	15-Sep-13	NA	TTOLES	1 insp. / 5 yrs.	Gas Station
72	CITY OF EMERYVILLE SENIOR CENTER	4321 SALEM ST	16-Sep-08	15-Sep-13	NA	TTOLES	1 insp. / 5 yrs.	Food Service
73	TRADER JOES	5700 CHRISTIE AVE	18-Sep-08	17-Sep-13	NA	TTOLES	1 insp. / 5 yrs.	Grocery Store
74	TOWNHOUSE BAR AND GRILL	5862 DOYLE ST	18-Sep-08	17-Sep-13	NA	TTOLES	1 insp. / 5 yrs.	Food Service
75	TACO BELL	3839 EMERY ST	29-Sep-08	28-Sep-13	NA	TTOLES	1 insp. / 5 yrs.	Food Service
76	BACCHUS PRESS, INC	1287 66TH ST	26-Oct-10	25-Oct-13	NA	CWITTORP	1 insp. / 3 yrs.	Commercial
77	RUBYs CAFÉ	6233 HOLLIS ST	10-Nov-10	9-Nov-13	NA	KLAI	1 insp. / 3 yrs.	Food Service
78	Carrie Dove Catering	1552 Beach Street #C	7-Dec-10	6-Dec-13	NA	NKLUMPP	1 insp. / 3 yrs.	Food Service
79	Mediterraneo	1552 Beach Street #D	7-Dec-10	6-Dec-13	NA	NKLUMPP	1 insp. / 3 yrs.	Food Service
80	Lanesplitter	3645 San Pablo Ave	7-Dec-10	6-Dec-13	NA	MWALTON	1 insp. / 3 yrs.	Food Service
81	Doyle Street Cafe	5515 Doyle Street	7-Dec-10	6-Dec-13	NA	NKLUMPP	1 insp. / 3 yrs.	Food Service
82	Los Cantaros Taqueria #2	4115 San Pablo Ave	8-Dec-10	7-Dec-13	NA	MWALTON	1 insp. / 3 yrs.	Food Service
83	PICTOPIA INC	1300 66TH ST	15-Dec-10	14-Dec-13	NA	KBIBER	1 insp. / 3 yrs.	Commercial
84	PERFECTION LTD. BODY	1355 PARK AVE	15-Dec-10	14-Dec-13	NA	KLAI	1 insp. / 3 yrs.	Vehicle
85	OFOTO	1399 64TH ST	15-Dec-10	14-Dec-13	NA	KBIBER	1 insp. / 3 yrs.	Commercial
86	ADMAC PRE-PRESS	1464 67TH ST	15-Dec-10	14-Dec-13	NA	KBIBER	1 insp. / 3 yrs.	Commercial
87	NOVARTIS - BLDG H	5301 HORTON St.	15-Dec-10	14-Dec-13	NA	CLSPENCE	1 insp. / 3 yrs.	Laboratory
88	ROLLER PRESS, INC	6647 HOLLIS ST	15-Dec-10	14-Dec-13	NA	KBIBER	1 insp. / 3 yrs.	Commercial
89	BASKIN ROBBINS	1199 40TH ST	22-Dec-10	21-Dec-13	NA	KLAI	1 insp. / 3 yrs.	Food Service
90	ENGINE WORLD	1489 67TH ST	5-Jan-11	4-Jan-14	NA	KBIBER	1 insp. / 3 yrs.	Vehicle
91	UNITED ARTISTS	6330 CHRISTIE AVE	5-Jan-11	4-Jan-14	NA	KBIBER	1 insp. / 3 yrs.	Commercial
92	Uptown Cafe & Bar	4336 San Pablo	10-Jan-11	9-Jan-14	NA	MWALTON	1 insp. / 3 yrs.	Food Service

No.	Name	Address	Last Inspection	Inspection Due Date	Enforcement	Inspector	Inspection Frequency	Category
93	BURGER KING	5701 CHRISTIE AVE	12-Jan-11	11-Jan-14	NA	KLAI	1 insp. / 3 yrs.	Food Service
94	Soup Freaks	1900 Powell Street	18-Jan-11	17-Jan-14	NA	KLAI	1 insp. / 3 yrs.	Food Service
95	TNTs	1552 BEACH ST #A	25-Jan-11	24-Jan-14	NA	KLAI	1 insp. / 3 yrs.	Commercial
96	Walleys Cafe	3900 San Pablo Ave	25-Jan-11	24-Jan-14	NA	KLAI	1 insp. / 3 yrs.	Food Service
97	COURTYARD BY MARRIOT	5555 SHELLMOUND	15-Feb-11	14-Feb-14	Referral Notice	ASTRAWDE	1 insp. / 3 yrs.	Food Service
98	R & L Warehouse (Rypins Lipinski Assoc)	1490 66TH ST	20-May-11	19-May-14	NA	MWALTON	1 insp. / 3 yrs.	Commercial
99	NOVARTIS, Bld MGT	1400 53rd ST Building	25-May-11	24-May-14	NA	MWALTON	1 insp. / 3 yrs.	Laboratory
100	EMERY BAY DELI	1400 POWELL ST	3-Jun-09	2-Jun-14	NA	MWALTON	1 insp. / 5 yrs.	Food Service
101	PG&E - EMERYVILLE REPAIR	4525 HOLLIS ST	3-Jun-09	2-Jun-14	NA	DMAPP	1 insp. / 5 yrs.	Utility
102	IKEA	4400 SHELLMOUND	8-Jun-11	7-Jun-14	NA	MWALTON	1 insp. / 3 yrs.	Retail
103	AT PRINTING	5515 DOYLE ST	12-Jun-09	11-Jun-14	NA	MWALTON	1 insp. / 5 yrs.	Commercial
104	NOVARTIS (CHIRON CIRCLE	4560 HORTON ST	15-Jun-09	14-Jun-14	NA	DMAPP	1 insp. / 5 yrs.	Food Service
105	PAULDING & CO.	1410 62ND ST	24-Jun-11	23-Jun-14	NA	CLSPENCE	1 insp. / 3 yrs.	Food Service
106	ACCESS PRINT	1306 65th Street	25-Feb-10	24-Feb-15	NA	TQUANE	1 insp. / 5 yrs.	Commercial
107	EMERYVILLE MARKET OFFICE TOWERS	6001 SHELLMOUND ST	26-Feb-10	25-Feb-15	NA	TQUANE	1 insp. / 5 yrs.	Property Management
108	ACRYLIC ART INC	1290 45TH ST	29-Mar-10	28-Mar-15	NA	DMAPP	1 insp. / 5 yrs.	Commercial
109	CUSTOM WOODCRAFT &	4514 HOLLIS ST	29-Mar-10	28-Mar-15	Warning Notice	DMAPP	1 insp. / 5 yrs.	Commercial
110	GASKET SPECIALISTS	6200 HOLLIS ST	29-Mar-10	28-Mar-15	NA	DMAPP	1 insp. / 5 yrs.	Commercial
111	BAYER - BLDG Z	5650 HOLLIS ST	1-Apr-10	31-Mar-15	NA	CLSPENCE	1 insp. / 5 yrs.	Food Service
112	CALIFORNIA CONTRACT COMPANY	1468 66TH ST	22-Apr-10	21-Apr-15	NA	DMAPP	1 insp. / 5 yrs.	Property Management
113	JULIE HOLOCOMB PRINTERS	1601 63RD ST	27-Apr-10	26-Apr-15	NA	DMAPP	1 insp. / 5 yrs.	Commercial

RESOLUTION NO. ~~08~~-77

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EMERYVILLE ADOPTING CIVIC GREEN BUILDING AND
BAY-FRIENDLY LANDSCAPING REQUIREMENTS
APPLICABLE TO CITY PROJECTS**

WHEREAS, it is in the interest of the City of Emeryville to require civic construction projects to have in the construction, maintenance and deconstruction of those buildings and landscapes the following features: healthy indoor air quality, conservation of energy and water, infrastructure and design that allows for waste reduction, pedestrian and alternative transit-friendly design, use of resource efficient materials, and other such characteristics which result in a reduction of related climate change impacts; and

WHEREAS, the City of Emeryville General Plan contains numerous objectives and policies to support energy conservation and encourage the use of alternative energy and promote energy efficiency; and

WHEREAS, StopWaste.Org, the United States Green Building Council and Build-It-Green have developed guidelines and rating systems for green building and sustainable landscaping that are consistent with the objectives and policies of the Emeryville General Plan and which have been officially adopted by many cities and counties in the Bay Area as the standard rating systems for development within their communities; and

WHEREAS, it is critical to both the economic and environmental health of the City that the City include green building and Bay-Friendly landscaping elements in City projects, and to encourage private projects to include green building and Bay-Friendly landscaping elements; now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville does hereby adopt the following provisions:

1. **Definitions:**

For the purposes of this resolution, the following definitions shall apply:

- (a) “Bay-Friendly Landscaping Guidelines” means the most recent version of guidelines developed by StopWaste.Org for use in the professional design, construction and maintenance of Landscapes. City staff shall maintain the most recent version of the Bay-Friendly Guidelines at all times.
- (b) “Bay-Friendly Landscaping Scorecard” means the most recent version of the Bay-Friendly Landscaping points system developed by StopWaste.Org. City staff shall maintain the most recent version of the Bay-Friendly Landscaping Scorecard at all times.

- (c) "Building" means any Structure used for support or shelter of any use or occupancy. "Building" includes Structures of occupied space, as defined by the California Building Code.
- (d) "City" means the City of Emeryville, the Emeryville Redevelopment Agency, and all departments thereof.
- (e) "City Manager" means the City Manager of the City of Emeryville or his or her designee.
- (f) "City Project" means (1) all new Building or Renovation of a Building or Structure construction projects that equal or exceed \$3 million in Construction Costs and are owned or occupied by the City; and (2) all new Landscape or Renovation of Landscape construction projects that equal or exceed \$50,000 in Construction Costs or are over 2,500 square feet in Landscape area and are owned or maintained by the City. City Projects are located on real property owned or controlled by the City and are not located within the public right-of-way. Traditional Public Works Projects are located within the public right-of-way and are not City Projects.
- (g) "Construction Costs" means the dollar valuation of a City Project as determined by the City of Emeryville Building Department.
- (h) "Green Building and Bay-Friendly Landscaping Compliance Official" means the staff person(s) designated by the City Manager as authorized and responsible for implementing this Resolution.
- (i) "Initiated" means the City Project is officially identified in the City's five year capital improvement program and substantially funded to offset the costs associated with implementing the City Project.
- (j) "Landscape" means the parcel area of the City Project site less the area of the Building or Structure and includes all planted areas and hardscapes (i.e. driveway, parking, paths and other paved areas).
- (k) "LEEDTM Rating System" means the most recent version of the Leadership in Energy and Environmental Design ("LEEDTM") Green Building Rating System approved by the United States Green Building Council ("USGBC"). The LEEDTM product most appropriate for the project shall be used. In most cases that will be LEEDTM NC (new construction.) City staff shall maintain the most recent version of the LEEDTM Rating System at all times.
- (l) "LEEDTM Accredited Professional" means an individual who has passed the LEEDTM accreditation exam administered by the USGBC or its designee.

- (m) "Renovation" means any change, addition, or modification to an existing Building, Structure or Landscape, including, but not limited to, tenant improvements.
- (n) "Structure" means that which is built or constructed, an edifice or building of any kind or any piece of work artificially built or composed of parts joined together in some definite manner and permanently attached to the ground.
- (o) "Traditional Public Works Project" means projects involving new construction or renovation of pump stations, flood control improvements, roads, bridges, sewers, storm drains, water, gas and electrical facilities, traffic lights, sidewalks, bike paths, bus stops, and associated infrastructure on the public right-of-way.

2. Compliance Requirements

- (a) **Green Building Standards:** All City Projects of new Building or Renovation of a Building or Structure Initiated on or after the effective date of this Resolution, shall comply with the minimum standards as set forth in the following table:

Project Type	Compliance Level of LEED Rating System	Initiation Date
City Project - New Building/Renovation	LEED™ SILVER	Before 1/1/11
City Project – New Building/Renovation	LEED™ GOLD	After 12/31/10

The compliance of all City Projects shall be certified by the USGBC and all City Projects shall have a LEED™ -Accredited Professional as a principal member of the design team from the beginning of the project.

- (b) **Landscaping Standards:** All City Projects of new Landscape or Renovation of Landscape Initiated on or after the effective date of this Resolution, shall comply with the minimum standards as set forth in the following table:

Project Type	Compliance Level of Rating System	Initiation Date
City Project – NewLandscape/Renovation	Exceed Bay-Friendly min. by 10 points	Before 1/1/11
City Project – NewLandscape/Renovation	Exceed Bay-Friendly min. by 20 points	After 12/31/10

The compliance of all City Projects shall be verified by StopWaste.org’s Bay-Friendly Landscaping program and all City Projects shall have as a principal member of the design team from the beginning of the project a professional trained in Bay-Friendly Landscaping practices and principles. Additionally all City Projects shall incorporate compost and mulch, per City standards, into the planted area of the Landscape.

3. Voluntary Compliance – Non Covered Projects

- (a) For the purposes of reducing operating and maintenance costs in all City facilities, other projects of the City that do not meet the financial or square foot thresholds set forth in the definition of City Project, are nevertheless encouraged to meet as many LEED™ credits and as many Bay-Friendly Landscaping Scorecard points as reasonably practicable as determined by the City Manager and are required to complete and submit to the Green Building and Bay-Friendly Landscaping Compliance Official the LEED™ checklist and the Bay-Friendly Landscaping scorecard as a way of documenting the green building and landscaping practices that have been incorporated into the project. At a minimum, compost and mulch, per City standards, shall be incorporated into the planted area of the Landscape.
- (b) The Public Works Department shall regularly review the project plans and specifications used in bidding Traditional Public Works Projects to include the best green building practices and Bay-Friendly Landscape practices applicable.
- (c) All new Landscape maintenance contracts hereafter awarded by the City shall require the use of Bay-Friendly Landscaping practices; and

BE IT FURTHER RESOLVED, that in order to assist with the implementation of this Resolution, the City Manager shall take such necessary steps within six (6) months after the adoption of this Resolution to undertake the following:

- (1.) Incorporate the green building and Bay-Friendly landscaping requirements of this resolution into the appropriate design, construction, and maintenance and development agreement documents prepared for City Projects.
- (2.) Designate an appropriate Green Building and Bay-Friendly Landscaping Compliance Official(s) who shall have the responsibility to administer and monitor compliance with the green building and Bay-Friendly landscaping requirements set forth in this resolution, and to report to the City Manager regarding green building and Bay-Friendly landscaping compliance on all City Projects and efforts of the City regarding Traditional Public Works Projects.
- (3.) The scheduling and budgeting of appropriate training for affected staff on the issues of Green Building and Bay Friendly Landscaping practices. The USGBC's LEED™ Accredited Professional training, Build-It-Green's Certified Green Building Professional training, and StopWaste.org's Bay-Friendly Landscaping training courses are recognized as appropriate training.
- (4.) All existing City contracts with landscaping maintenance companies shall be reviewed to determine the cost of requiring the contractor to include Bay-Friendly Landscaping practices and principles and thereafter presented to the City Council for their consideration; and

BE IT FURTHER RESOLVED, that the City adopts, as official City reference documents, the *Build It Green Residential Green Building Guidelines*, the *USGBC LEED™ Green Building Guidelines* and the *StopWaste.Org Bay-Friendly Landscaping Guidelines and Gardening Guide*; and

BE IT FURTHER RESOLVED, that in the case of unusual circumstances, compliance with the provisions of this Resolution may be waived where the City Council has, by resolution, found and determined that the public interest would not be served by complying with such provisions.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting on Tuesday, May 20, 2008 by the following vote:

AYES: ~~(4) Mayor Bukowski, Vice Mayor Atkin and Councilmembers Fricke & Kassis~~

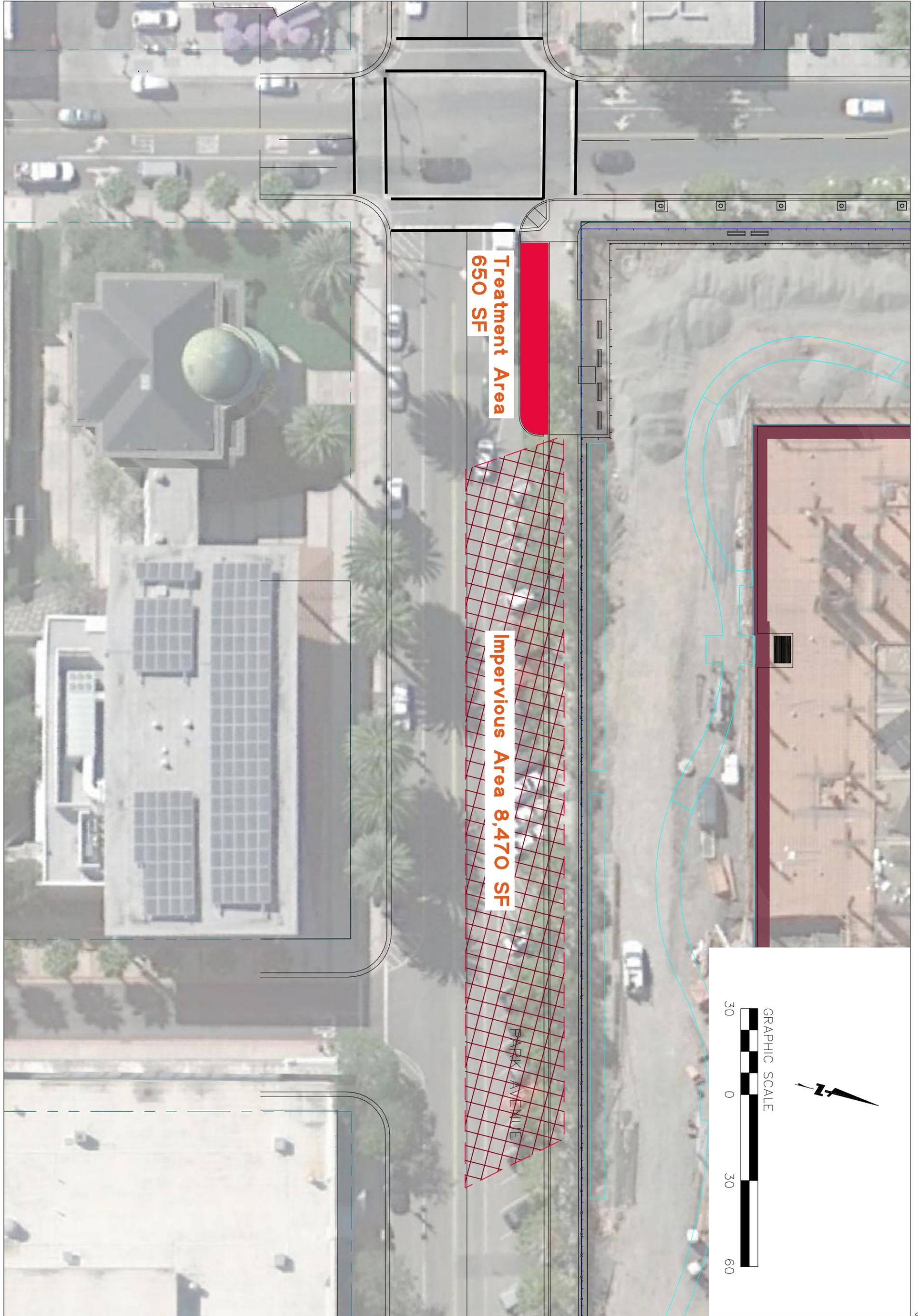
NOES: (0) None ABSENT: None

EXCUSED: (1) Councilmember Davis ABSTAINED: None

KB
MAYOR

ATTEST:
B
CITY CLERK

APPROVED AS TO FORM:
Muhad B. Siddiq
CITY ATTORNEY



Sheet Number	Date	No.	Revisions
1	8/29/11		
2			
3			
4			
5			
6			
7			
8			
9			
10			

PIXAR PHASE II
STORMWATER QUALITY EXHIBIT
PARK AND HOLLIS STORMWATER CURB EXTENSION
 EMERYVILLE ALAMEDA COUNTY CALIFORNIA


BKF
 ENGINEERS SURVEYORS PLANNERS
 255 SHORELINE DRIVE, STE 200
 REDWOOD CITY, CA 94065
 650/482-6300
 650/482-6399 (FAX)

MAINTENANCE CONTRACT

This Contract is made and entered into this 28th day of July, 2009, between CITY OF EMERYVILLE, a municipal corporation ("City") and New Image Landscape Company ("Contractor");

WITNESSETH:

WHEREAS, New Image Landscape Company of Fremont, California submitted a Scope of Services for Bay-Friendly Landscape Maintenance for City medians and facilities, which is attached and incorporated as Exhibit A; and

WHEREAS, City has determined that Contractor is qualified by training and experience to render such services; and

NOW, THEREFORE, the parties mutually agree as follows:

A. **AWARD OF CONTRACT**

1. **Contract Documents**

The Contract Documents shall include this Contract and any Plans and Specifications, Notice to Contractors, Contractor's Proposal, Addenda and Change Orders. In the event of any conflict between the printed provisions of this Contract and those of Contractor's offer of acceptance, the provision of this Contract shall prevail

2. **Scope of Work**

In conformance with the Contract Documents, Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship and disposal required in order to provide scheduled maintenance services as described in Exhibit A, attached hereto with respect to City owned buildings.

Any quantities for work are estimates. The City does not guarantee any level of work under this Contract. The City, in its discretion, reserves the right to hire or contract with others to do the work set forth in the Contract.

3. **Price**

The total amount to be paid under this Contract for all of the work set forth in Section 2 above is \$ **94,660** ("Total Contract Price"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract.

This total amount includes the annual cost of regularly scheduled bay-friendly landscape maintenance services set forth in Exhibit A.

4. **Payment**

Contractor shall invoice City not more frequently than once a month for the services performed. Compensation shall be paid to Contractor upon receipt and approval by City of invoices setting forth in detail the services performed. City shall pay Contractor within forty-five (45) days after approval of the invoice by City staff.

5. **Time for Performance**

After the Contract has been executed by City, Contractor shall begin work after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work for 12 months from the effective date of the Notice to Proceed. If Contractor fails to complete the work within any of the time limits set forth above, the parties agree that City will sustain damage and that it is difficult and impracticable to ascertain the actual damage amount. Therefore it is agreed that Contractor shall pay City \$25.00 per calendar day of delay in finishing work as liquidated damages and not as a penalty. City may deduct such liquidated damages from any amounts due Contractor.

6. **Option to Extend the Contract**

This contract is for a one year term, Fiscal Year 2009-10, with an option to renew for an additional one-year term.

B. **PROSECUTION OF WORK**

1. **Change Orders**

City may, without notice to the sureties, and without invalidating the Contract, at any time: a) make alterations, deviations, additions to or deletions from the Contract Documents; b) increase or decrease the quantity of any item or portion of the work; c) delete any item or portion of the work; or d) require extra work, as determined by City to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

Any such changes will be set forth in a written Change Order issued by City. The Change Order will specify:

- a. the work to be done in connection with the change to be made;
- b. the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and
- c. the extent of the adjustment in the Contract time, if any.

A Change Order shall not become effective until it has been signed by the Director of Public Works. Upon receipt of an approved Change Order, Contractor shall promptly proceed with the ordered work, unless otherwise provided in the approved Change Order.

No changes or deviations from the Contract Documents shall be made without the authority of an approved Change Order, except that in cases of emergency the Director of Public Works may direct a change in writing. A Change Order increasing the total compensation under the Contract requires a written amendment to the Contract.

Whenever it appears to Contractor that a change is necessary, Contractor shall immediately notify the Director of Public Works of the change it believes necessary and the reasons for such change; however, work in the area affected shall not be discontinued unless ordered by the Director of Public Works.

2. **Differing Site Conditions**

Contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works in writing of:

a. material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or class III disposal site in accordance with provisions of existing law;

a. subsurface or latent physical conditions differing materially from those indicated in this Contract; or

c. unknown physical conditions, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Director of Public Works shall promptly investigate the conditions. If the Director of Public Works finds that such conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in accordance with the change order procedures set forth herein.

In the event of any dispute between City and Contractor over the significance or existence of the changed conditions, Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights it may have as provided in these Contract Documents.

No claim of Contractor under this clause shall be allowed unless Contractor has given the notice required by this section, except that City may extend the prescribed time. No claim by Contractor for an equitable adjustment under this provision shall be allowed if asserted after final payment under this Contract.

3. **Public Convenience**

Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public. Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to driveways, houses and buildings along the line of work shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition.

4. **Traffic Control Measures.**

Contractor shall provide appropriate vehicular, pedestrian and bicycle traffic control measures.

a. Where facilities exist, a minimum sidewalk and bikepath width of four (4) feet shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of the construction site and in advance of the closure of the nearest crosswalk or intersection to divert pedestrians across the street. Access shall be maintained for persons with disabilities.

b. All work shall be planned and carried out so that there is least possible inconvenience to vehicular traffic, including deliveries to adjacent properties. Warning signs, lights and safety devices and other measures shall conform to the requirements of the Manual of Traffic Controls issued by Caltrans. Traffic control for day or nighttime lane closures (if nighttime work is permitted) shall be in conformance with the Caltrans Standard Plans for Traffic Control Systems. Contractor is authorized to place properly attired flagger(s) to stop and warn traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issues by Caltrans.

5. **Work in the Public Right of Way**

For work in City's right of way, Contractor shall obtain an Encroachment Permit from City and comply with all provisions of that Permit, unless waived by the Director of Public Works. For work in other public rights of way, Contractor shall comply with the rules and regulations of the applicable state, county or local agency that owns the right of way. All trucks coming to the site or leaving the site with materials or loose debris shall be loaded in a manner which will prevent dropping of material or debris on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at Contractor's expense.

All costs of complying with these requirements shall be included in the Contract price. The Director of Public Works shall have the authority, but not the duty, to stop Contractor from beginning new work until the provisions of this section have been met.

6. **Air Pollution Control**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract. Material to be disposed of shall not be burned, either inside or outside the work site.

7. **Water Pollution Control**

Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

8. **Storm Water Pollution Prevention Standards**

Contractor shall comply with City's Storm Water Pollution Prevention standards at all times during operation of this contract by incorporating current Best Management Practices (BMP) for use during the work.

9. **Sound Control Requirements**

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract. Unless otherwise provided in writing, work shall be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. Any pile driving shall be limited to Monday through Friday from 8:00 a.m. to 5:00 p.m. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer.

10. **Use of Pesticides**

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of this Contract. Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, diseases, rodents or nematode and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

11. **Weight Limitations**

Unless expressly permitted by the Director of Public Works, Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the California Vehicle Code over completed or existing base, surfacing, pavement or structures.

12. **Sanitary Provisions**

Contractor shall conform to the rules and regulations pertaining to sanitary provisions established by the applicable city, county or state agency. Toilets for use of employees on the work shall be furnished where needed and shall be maintained by Contractor. Their use shall be strictly enforced.

13. **Safety Requirements**

Contractor shall comply with all safety requirements prescribed by applicable federal, state and local laws and regulations to ensure the safety and health of those working and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

14. **Inspection**

All authorized representatives of City shall have access to the work. Work and materials not meeting the requirements of City shall be corrected, and unsuitable work or material may be rejected. Failure on City's part to reject nonconforming work shall not be construed to imply acceptance of such work. Observation by City of the work shall not relieve Contractor of its responsibility to conduct its own comprehensive inspections of the work and to furnish materials and perform work in accordance with the Contract Documents.

15. **Termination**

City shall have the right to terminate Contractor's right to proceed with some or all of the work and may terminate this Contract for default by providing written notice thereof at least five (5) calendar days in advance of the termination date. The term "default" includes, but is not limited to: a) performance of work in violation of the terms of the Contract or other applicable law, order, regulation, permit or requirement; b) abandonment; c) assignment or subletting without City approval; d) bankruptcy or appointment of a receiver for Contractor's property; e) refusal of failure to properly prosecute the work; f) use of materials, supplies, plant or equipment of improper quality or quantity; g) refusal or failure to use an adequate number of properly skilled workers; h) failure to provide proper workmanship; i) failure to take effective steps to end a labor dispute; j) performance of this Contract in bad faith or k) failure to pay subcontractors. Upon such termination, City shall have the right to complete the work, or the portion involved, by whatever means and methods it deems expedient, at the Contractor's expense which the City can deduct from any amounts due Contractor. City at its sole discretion may withhold any payment otherwise due Contractor until completion and final settlement of the work covered by the notice of default.

City may also terminate the Contract for convenience if in the best interests of City upon thirty (30) calendar days notice in advance. In such event, Contractor shall be paid for all substantiated direct costs of materials furnished and work performed up to the date of termination any additional compensation that City deems reasonable.

Upon receipt of a notice of termination, Contractor shall: a) stop all work unless directed otherwise; b) take such action to protect materials from damage; c) notify all subcontractors and suppliers that Contract is terminated; d) provide City with inventory list of materials previously produced, purchased or ordered and not yet used in the work; e) dispose of all materials not used on the work as directed by City; f) if directed by City, assign all rights and interests of Contractor under subcontracts or orders for the project; g) furnish any required documentation; and h) take any other actions as City may direct.

C. CONTRACTOR'S RESPONSIBILITIES

1. Responsibility for Damage

Contractor shall be responsible for any loss or damage that may happen to the work and for any loss or damage to any of the materials of other things used or employed in performing the work.

Contractor shall indemnify, defend and save harmless City, Emeryville Redevelopment Agency and their officials, officers, employees, volunteers and agents against all suits, claims or losses (including attorneys' fees and expenses) that may be based on any injury or damage to, or death of any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor, its subcontractors or employees, whether or not it shall be claimed that the injury was caused through an act or omission of Contractor, its subcontractors, employees or other agents, except for the sole negligence, active negligence or willful misconduct of City. Contractor shall, at its own expense, pay all charges of attorneys and all cost and other expenses arising or incurred in connection with such suits, claims or losses. If any judgment shall be rendered against City in connection with any such suit, claim or loss, Contractor shall at its own expense satisfy and discharge it.

2. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property of the work hereunder by Contractor, his agents, representatives, employees.

a. Minimum Scope and Limits of Insurance. Coverage shall be placed with insurers admitted in California with a current A.M. Best's rating of not less than A: VII:

(1) Contractor shall maintain general liability insurance with limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Contractor shall maintain automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of no less than \$2,000,000 per accident.

b. Other Insurance Provisions.

(1) As to the general liability, automobile liability and builder's risk property insurance policies, City and Emeryville Redevelopment Agency and their officers, officials, employees, agents and volunteers are to be covered as additional insured pursuant to an endorsement to the policy. The coverage shall contain no special limitations on the scope of protection afforded to City, Emeryville Redevelopment Agency and their officers, officials, employees, agents or volunteers.

(2) For any claims related to this project, Contractor's insurance coverage shall be endorsed to be primary insurance as respects City, Emeryville Redevelopment Agency and their officers, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City of Emeryville, Emeryville Redevelopment Agency and their officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) For worker's compensation coverage, the insurer agrees by endorsement to waive all rights of subrogation against City, Redevelopment Agency and their officials, employees, and volunteers for losses arising from the work.

(4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City of Emeryville, its officers, officials, employees, agents or volunteers.

(5) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

(6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(7) Any deductibles or self-insured retentions must be declared to and approved by City.

3. Payment of Taxes

The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

To the extent reasonably feasible, Contractor will use sales tax reporting procedures which will provide City of Emeryville the greatest benefit from California sales/use tax revenue. Such procedures may include, when applicable, designating City of Emeryville as the point of sale/use of product where there is no clearly determinable point of sale/use, self-reporting tax on out of state purchases of goods used in City of Emeryville and reporting City of Emeryville as the origin of construction costs as allowed by the State Board of Equalization pursuant to their December 1994, Resolution pertaining to allocation of local tax by construction contractors. Notwithstanding the above, Contractor shall not be obligated to adopt any procedures pursuant to this section if such procedures result in significantly increased costs to Contractor (including loss of profits or risk of liability for taxes in multiple jurisdictions), or if such procedures are contrary to the sales and use tax laws or regulations of California or any other state.

4. **Permits and Licenses**

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. Contractor shall comply with all permits applicable to the work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code.

Contractor has and shall maintain a current Business License with City of Emeryville during the term of this contract. Contractor shall insert in each of its subcontract Contracts a provision which requires its subcontractors to present proof that the subcontractor has obtained a current Business License with City of Emeryville during the term of this contract.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which Contractor must obtain from State or local agencies in connection with performing the work of the Contract. Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

5. **Labor Code Requirements**

Attention is directed to the following requirements of the Labor Code:

a. **Hours of Labor.** Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to City, Twenty-Five Dollars (\$25) for each worker employed in the performance of the Contract by Contractor or by any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815.

b. **Labor Non-Discrimination.** Attention is directed to Section 1735 of the Labor Code which provides Contractor shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code.

c. **Prevailing Wages.** Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, Contractor shall forfeit as a penalty to an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50) for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Pursuant to the provisions of Section 1773 of the Labor Code, City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at City's Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

City will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against City on the Contract.

Attention is directed to the requirements of Section 1773.8 of the Labor Code. Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of said Section 1773.8.

Contracts in excess of \$25,000, which are not subject to a higher Prevailing Wage Rate, shall comply with the requirements of the City of Emeryville's Living Wage Ordinance as stated in the Municipal Code Chapter 5-31. Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of this chapter, and sanctions for noncompliance. Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this chapter.

Living Wage means no less than \$12.35 per hour including wages (as of July 2007, annual increase to be posted) and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

d. Payroll Records. Contractor's attention is directed to the following provisions of Labor Code Section 1776. Contractor shall be responsible for the compliance with these provisions by his subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(2) The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(ii) A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(iii) A certified copy of all payroll records enumerated in subdivision (1) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor,

subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

(3) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

(4) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

(5) Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Contractor shall not be marked or obliterated.

(6) Contractor shall inform City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(7) In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to the State or City, forfeit Twenty-five Dollars (\$25) 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.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to Contractor.

Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

e. Apprentices. Contractor shall fully comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with Section 1777.5, Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Contractor shall require each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the work to comply fully with Sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

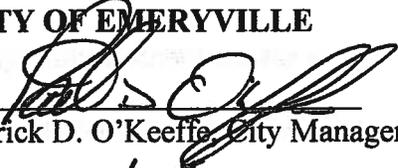
This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Agreement shall be in writing.

8. Authority to Contract

Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.

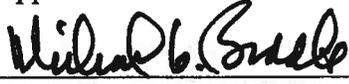
City and Contractor have executed this Contract on the date that it is executed by City of Emeryville.

CITY OF EMERYVILLE

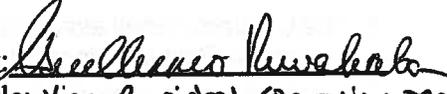

Patrick D. O'Keefe, City Manager

Date: 7/23/09

Approved as to form:


Michael G. Biddle, City Attorney

CONTRACTOR

By: 
Title: Vice President / Operations Manager

Date: June 29, 2009

Section 2: General Requirements

2.1. Contractor requirements

A. Qualifications

1. Contractor must have a valid California C-27 or Class A contractor's license authorized by the State of California.
2. Contractor shall assign to the project at least one employee possessing a California State Chemical Applicator's License for the control of weeds, plant diseases and other pests.
3. Contractor shall assign to the project at least one employee who has successfully completed the Pollution Prevention Training & Certification Program For Surface Cleaners issued by the Bay Area Storm Water Management Agencies Association (BASMAA).
4. The Contractor shall assign to the project at least one employee who is a Certified Irrigation Contractor (Irrigation Association).
5. The Contractor shall assign to the project at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).
6. The Contractor shall assign to the project at least one employee who has experience or training in Integrated Pest Management (IPM) techniques.
7. Contractor shall assign to the project at least one employee who has experience or training in Bay-Friendly Landscaping practices.

B. Insurance

Contractor shall maintain insurance required in the bid documents throughout the contract period.

2.2. Compliance with laws, ordinances and policies

All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, laws and regulations of the City, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided.

2.3. Work requirements

A. Work schedule

1. Contractor is to provide City with a monthly work schedule describing the work to be performed in the Project Area.
2. The Contractor shall conduct all operations during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise approved by the City. Contractor may not work on any Federal, State, or local holidays.
3. Any non-emergency work that may be deemed hazardous or disruptive (i.e., chemical spraying, tree pruning, etc.) shall be scheduled at least two (2) weeks in advance with the City's representative. For emergency work, Contractor must obtain written approval from City's representative prior to commencing work.
4. City reserves the right to change schedules for special events, conflicts with adjacent property owners/tenants within five (5) working days advance notice.

B. Protection of existing property

1. Contractor must protect all existing plant materials, site improvements, structures, facilities, utilities, and natural areas from damage, both above and below ground. Any damages shall be reported immediately to the City's representative. Any damages caused by Contractor shall be corrected and/or paid for by the Contractor at no cost to the City.
2. Contractor shall protect property from accidental chemical, fuel, oil or other contaminate spills.
3. Contractor shall not wash or blow soil, chemicals, litter, mulch, grass clippings, soil amendments or other materials into storm drains.

C. Safety

Contractor must at all times exercise necessary precautions to provide for the protection of the public and employees.

1. Traffic Lane Closure

Landscape maintenance services conducted in the roadway center medians must be performed in a safe manner. The contractor is required to perform traffic diverting lane closures prior to beginning any trimming operations in the center median. Litter pickup does not require a lane closure.

All lane closure activities must comply with [put in your preferred reference here such as the Federal Highway Manual on Uniform Traffic Control Devices (MUTCD) <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/supplement.htm>], and follow notification requirements of the Police and Fire Departments.

2. Chemical Applications

Note: Bay-Friendly Landscaping emphasizes Integrated Pest Management (IPM) practices to control pests and diseases in the landscape. IPM uses cultural, mechanical, physical, and biological control methods before using pesticides. Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied.

Contractor shall apply all chemicals in a safe manner and according to label instructions and City, State and Federal requirements. A California Chemical Applicators license is required by the contractor for chemical applications. The Contractor shall mix and apply chemicals to protect against accidental spills and drift to non-target areas, and to insure safety of the applicator. Any spilled chemicals, as well as contaminated soil, water, and/or landscape materials must be removed from the Project and disposed of in accordance with the City requirements. The Contractor shall maintain applicator's licenses and records of applications as required by the State.

A Chemical Work Report shall be completed for each chemical application. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the City's representative as part of the Contractor's monthly report.

D. Contractor's Personnel and Supervision

1. Contractor shall provide a list including all Contractor's and subcontractor's employees assigned to work site and include work schedule and assignment. Contractor must update list within 3 business days of any change. All Contractor's employees assigned to the Project must demonstrate they are United States citizens or have a legal right to work in the United States.
2. The Contractor shall assign a qualified trained supervisor to oversee work performed at the work site and to act as the Contractor's liaison with the City representative. This supervisor must inspect the Project daily (Monday through Friday) except holidays and provide direction to the Contractor's workers and/or subcontractors. This supervisor shall speak, write, read and understand English and be capable of writing schedules, monthly reports noting any deficiency that needs correcting and major projects for the coming month. This supervisor shall have at least three (3) years of landscape maintenance supervision experience.
3. All Contractor's personnel shall adhere to basic public works standards for working attire including; uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.
4. All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.

E. Subcontracting

A portion of the work covered by these specifications may be subcontracted with prior approval of the City. Contractor shall supervise subcontractor and guarantee work quality. Subcontractors and their qualifications must be submitted to the City thirty (30) days before working at the site. All subcontractors assigned to the Project must demonstrate they are United States citizens or have a legal right to work in the United States. It is preferred that subcontractors have training in Bay-Friendly Landscaping or other experience in sustainable landscape practices.

F. Supplies and Equipment

1. Fuel conservation and low emission equipment

The Contractor will implement strategies in work operations to reduce fossil fuel consumption and emissions, such as:

- a. Use hand-powered equipment when possible.
 - b. Minimize use of gas-powered blowers, especially on planting beds.
 - c. Select smallest, most fuel efficient equipment to accomplish task.
 - d. Consider vehicles that operate on natural gas or biodiesel.
 - e. Maintain equipment properly and keep it well tuned.
 - f. Emphasize employee carpooling to Project.
2. Use local products and suppliers
The Contractor shall use local products and suppliers (produced within 150 miles from the project site) to the extent possible to minimize fuel consumption and emissions.
3. Use recycled and salvaged materials
The Contractor shall use salvaged and recycled-content products where possible. Materials for reuse may be found by contacting the CalMax website at www.ciwmb.ca.gov or at www.stopwaste.org.
4. Equipment refueling and repair
The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills. Limit refueling to specific areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups should be immediate, automatic and routine and performed by a trained staff member or a licensed cleaning company. Contact the local emergency response team agencies to report all spills.

G. Reporting and inspecting

1. The Contractor shall submit a written report each month stating all contract work completed. The report shall show the work completed during each week contract work was accomplished, and shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. The report shall include documentation of stormwater and irrigation inspections, IPM monitoring, soil and pest management treatments and other chemical applications.
2. Unusual horticultural problems such as pests, disease and damages that are beyond the scope of the Contractor's responsibility shall be brought to the attention of the City representative immediately.
3. The City, through a designated representative, shall make periodic inspections to insure that complete and continuous maintenance is fulfilled. In addition, the City may obtain the services of an approved horticultural specialist to inspect plantings and make recommendations for improvements in the maintenance program.

H. Work Performance

1. Contractor is responsible for (a) having thoroughly investigated and considered the scope of services to be performed, (b) carefully considering how the services should be performed, and (c) fully understanding the facilities, difficulties, and restrictions attending to the performance of the services required. Contractor is responsible to investigate the area and be fully acquainted with the conditions.
2. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.
3. Plants, irrigation systems, etc., damaged by traffic accidents or vandalism, shall be reported immediately to the City. Repair of damaged shall be considered as extra work.

I. Extra Work

1. New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City forces or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in

writing, and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

2. The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment for extra work performed shall be as agreed to by the Contractor and the City and as bid. Compensation for material will not exceed Contractor cost plus 10%. Contractor must provide invoice copies to be compensated for material.

J. Emergency Work

1. Contractor shall supply office, pager and home phone numbers of employee responsible for emergencies. Said employee shall be fluent in English.
2. City will provide Contractor with emergency numbers for City's representatives and emergency personnel. Said employee shall be fluent in English.

Section 3: Landscape Standards and Maintenance Requirements

3.1 Overview

- A. Landscape maintenance areas shall be at the locations and areas shown on the map and/or listed on the bid cover sheet, and shall be maintained as herein specified.
- B. Landscape maintenance shall include watering; replacement planting; fertilizing; applying pesticides; tree staking and tying; weeding; mulching; removing litter and debris; trimming; pruning of trees under 15' in height; mowing; edging; maintaining the existing irrigation systems; maintaining header boards; emptying trash receptacles at every visit.
- C. Bay-Friendly Landscape Principles and Objectives

Contractor shall maintain the specified landscape in an integrated approach, consistent with the principles set forth in the Bay-Friendly Landscape Guidelines, www.BayFriendly.org. The seven Bay-Friendly principles are:

1. Landscape locally – The Project landscape is part of a larger natural ecosystem of the San Francisco Bay Area. The materials and methods used to maintain the Project can support the health, diversity and sustainability of the Bay.
2. Landscape for less to the landfill – Reducing waste starts with not generating plant debris in the first place by fertilizing, irrigating and pruning judiciously, grasscycling, mulching and composting plant debris. Using recycled content, salvaged, durable or local materials conserves resources and reduces the amount of energy consumed by the landscape.
3. Nurture the soil – Create a healthy soil that supports a healthy landscape by protecting the soil from compaction and erosion, replenishing organic matter and mulching, using slow-release and organic fertilizers and minimizing use of chemicals that harm beneficial soil organisms.
4. Conserve water – Use California's water supply efficiently by reducing irrigation requirements, irrigating according to plant need, maximizing irrigation system performance, increasing the water holding capacity of the soil and using recycled water.
5. Conserve energy – Conventional landscapes are fossil fuel consumptive. Nationally it is estimated that lawn mowers consume 400 million gallons of gas. Look for opportunities to conserve fuel and energy by choosing and maintaining materials and equipment for fuel conservation.
6. Protect water and air quality – Reduce runoff, reduce contaminants in runoff through an integrated pest management (IPM) program, and increase the soil's ability to remove pollutants from runoff through steps such as mulching bare soil. Reduce air pollution by reducing fossil fuel consumption, recycling plant debris on-site and planting trees to remove CO₂ and absorb air pollutants.
7. Protect and maintain wildlife habitat – The Project may provide food, water, shelter and nesting sites for birds, butterflies, beneficial insects and animals that contribute to the ecological diversity of the Bay. Methods to protect them include minimizing application of chemicals by implementing an integrated pest management (IPM) program, and conserving flowers, berries, fruits, seed heads, low branch cover, and natural vegetation in open space areas.

D. Applicable standards and Best Management Practices (BMP's).

Contractor shall adhere to applicable professional standards as defined by a professional organization including:

1. American National Standard for Tree Care Operations - ANSI A300, Parts 1 and 2
2. International Society of Arboriculture BMP for Tree and Shrub Fertilization, and BMP for Tree Pruning.
3. Irrigation Association BMPs
4. Bay-Friendly Landscape Guidelines

3.2 Site Analysis

- A. Contractor shall characterize the Project's microclimate(s) and range in exposures as a precursor for developing the water management program.
- B. Contractor shall identify plants species present in the Project landscape
 1. Contractor will determine key plant species present

2. Contractor will determine plant water use classification for each plant species present as a precursor for developing the water management program. Plant water use classifications may be found in "A Guide to Estimating Irrigation Water Needs of Landscape Plantings in California" (Univ. of Calif. Cooperative Extension, 2000).
3. Contractor will identify any plants in the Project landscape that are protected from removal or damage by ordinance, and adhere to all protection requirements.

C. Soil tests

1. Contractor shall collect and submit soil samples for each area covered under the contract to an accredited and approved testing laboratory, annually for 3 years during the transition to a Bay-Friendly landscape and then when planning a renovation and when experiencing ongoing problems. At a minimum one soil sample shall be collected from turf and one from shrub/ground cover areas that are representative of site conditions. Sample collection procedures shall adhere to recommendations of the soil testing laboratory. Contractor shall request that the laboratory make recommendations based on an 'organic' approach to soil and landscape management. Submit soil lab report and any proposed soil amendments and cost adjustments to City Representative for written approval. After review and written approval by the Owner, amend the soils according to said laboratory's recommendations. The approved soils laboratory recommendations shall be considered a part of this specification. Analyses to be performed include:

pH, electrical conductivity, nitrate, ammonium, phosphorus, potassium, calcium, saturation percent, sodium, chloride, sodium adsorption ratio, boron, % sand-silt-clay, lime, % organic

2. Contractor shall determine infiltration rate and drainage characteristics within the Project. This information shall be considered when scheduling irrigation.

D. Topography and potential for runoff

Contractor shall assess topography within the Project and evaluate potential for runoff. This information shall be considered when scheduling irrigation and determining need for erosion control measures.

3.3 Soil & Nutrition Management

A. Goals

A healthy, biologically diverse soil is required to sustain a healthy landscape. A basic concept of Bay-Friendly Landscaping is to cultivate a functional, living soil foodweb which shall then provide nutrient elements as needed to sustain healthy and attractive plants while avoiding excessive growth that might attract pests and/ or need to be removed through pruning, edging or mowing. Landscape maintenance activities shall be implemented to nurture biological activity, provide organic material, and protect soil from damage. Bay and riparian water quality and soil and aquatic habitat shall be protected by controlling soil erosion.

B. Contractor shall protect soil from compaction by:

1. Cultivating soil when it is moderately moist; wet and dry soils shall not be cultivated.
2. Scheduling maintenance operations that require driving equipment over the soil (e.g. mowing turf) when the soil is dry.
3. Confining traffic to paved areas.
4. When temporary access is needed over non-paved areas, distribute the load over the soil with 6" thick coarse organic mulch or reusable planks.

C. Contractor shall protect the soil from erosion by:

1. Maintaining vegetative cover over the soil to the extent possible.
2. Placing compost berms, blanket, socks or tubes along slopes to slow water.
3. Maintaining a minimum of 2" mulch [substitute 'minimum of 3" 'if required by the City's water conservation ordinance]cover over bare soil.
4. Minimizing use of blowers in planting beds and on turf.
5. Using coarse mulch on slopes to avoid washing of mulch into storms drains.
6. Create leaf repositories in planting beds as appropriate.

D. Soil and plant tissue analysis

1. Contractor shall submit soil samples for testing as described in Section 3.2 – Site Analysis. The types and quantities of fertilizer and/or soil amendments to be applied shall be determined from the results of the soil analysis and shall be based on an 'organic' approach to soil management.
2. Where plant micronutrient deficiencies are suspected, plant tissue analyses are recommended to determine need for fertilizer application.

E. Incorporate organic soil amendments

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover.
 - a. Planting beds for annuals and ground covers: Incorporate 2-4" of compost into the top 6-12" of soil
 - b. Turf: Incorporate 1-2" (3 1/3 – 6 2/3 cubic yards) compost into the top 5-7" of soil
2. As required by the Emeryville Municipal Code, 3 cubic yards of compost per thousand square feet of landscaped area must be used as the soil amendment in all landscaping in place of synthetic fertilizers including tablets and granules. In stormwater treatment landscapes, pesticides are also not allowed. Allowable Compost products:
 - a. A. Grover Landscaping – "Wondergrow Premium Compost" Call 866-764-5765 or 209-545-4401
 - b. Jepson Prairie – "Four Course Compost"
<http://www.jepsonprairieorganics.com/buycompost.htm>

F. Maintain organic mulch

1. Contractor shall maintain a minimum of Mulch: 2-3 inches of recycled wood trimming mulch over all bare soil areas except within one foot radius of tree trunks. Allowable Mulch products:
 - a. Grover Landscaping - "deco mulch" or "arbor mulch" 209-872-0734 – Jake
 - b. Greenwaste Recycle Yard - "Treeincarnation Mulch" or "Mixed and aged" mulches.
<http://www.greenwasterecycleyard.com/products.htm>
2. Sheet mulching shall be employed where possible.

G. Retain natural leaf litter and clippings

1. To conserve nutrients on-site and protect the soil surface, Contractor shall retain natural leaf drop under trees or in shrub beds. Select only tree and shrub beds that will not allow leaf litter or mulch to wash out into storm drains. Where leaf litter detracts from landscape appearance due to large leaf size, it is preferable that leaves be chopped and returned to landscape beds. Remove diseased leaves that would provide inoculums for plant infection.
2. Contractor shall practice grasscycling (discussed further in Section 4.1 *Turf Management*)

H. Fertilizers and other soil amendments

1. Bay-Friendly Landscaping relies on organic fertilizers and soil amendments from natural sources that release elements slowly, which shall be preferred.
2. Additional amendments and fertilizers that are approved for use by the Organics Materials Research Institute (OMRI) for use in crop production are approved for use in landscape. See www.omri.org. Contractor must supply fertilizer and soil amendment labels including the guaranteed analysis identifying components of the material and the percent nutrient content. Contractor is required to apply the appropriate amount of fertilizer to supply the specified quantity of nutrient as determined by soil analysis and/or plant tissue analysis.
3. Contractor shall apply and manage fertilizers and amendments to prevent pollution of surface and ground water and to avoid creating a nitrogen draft in the soil or toxicity to plants.
4. Application frequency
Fertilizers shall be applied on a prescription base only. Application frequency shall be determined by plant need and assessed through soil and/or tissue analyses. For bidding purposes the following maximum annual number of applications are provided.
 - a. Trees, shrubs, woody ground covers: One time per year
 - b. Herbaceous ground covers, perennials Two times per year

- c. Annuals and turf: Four times per year
- 5. Restricted materials. Fertilizers that are not approved or are restricted for use in crop production by OMRI shall be applied only after review and written approval by the City Representative.

3.4 Water Management

A. Water conservation goals

Landscapes shall be irrigated to maintain plant appearance and health, and managed to conserve water and avoid overspray and water damage to City's hardscape and property.

B. Irrigation system assessment

1. Irrigation application rates and distribution uniformity are best assessed through an irrigation audit. Contractor is encouraged to perform an irrigation audit bi-annually (refer to www.itrc.org) or to schedule an audit with the water district that is the service provider to that property.
2. If a water audit is not performed, the Contractor shall inventory of the irrigation system at the start of the job. For each hydrozone determine the irrigation type and nozzle size, spacing and gallonage (from manufacturer's literature).

C. Irrigation scheduling – water budget method

The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation and overspray.

1. Irrigation intervals and frequency shall be suitable for weather conditions, soil infiltration rates, and plant species' rooting depth and water requirements within each hydrozone. Calculation methods are described in *A Guide to Estimating Irrigation Water Needs of Landscape Plantings in California*, available from the Dept. of Water Resources, Sacramento, CA.
2. Irrigation frequency shall be based on ET (evapotranspiration) data (available through CIMIS). Irrigation shall be applied at approximately 60% allowable depletion (AD) for turf and annuals, 70% for non-drought tolerant and 90% for drought tolerant plantings.
3. Irrigation duration within each hydrozone shall be based on the soil infiltration rate, species water requirement and rooting depth within the hydrozone, and the application rate and distribution uniformity of the irrigation system within that zone. Enough water shall be applied at each irrigation cycle to wet through the depth of root zone. Where runoff occurs, the application time shall be divided into shorter time intervals and repeated as needed.
4. Irrigation frequency for each hydrozone shall be adjusted a minimum of every four weeks to reflect ET expected in the next month.
5. For sites with controllers that monitor ET and adjust schedules automatically, the Contractor shall program the controller according to manufacturer specifications, and monitor to ensure that frequency is appropriate.
6. Whenever possible, landscape irrigation shall be scheduled between 2:00 a.m. and 10:00 a.m. to avoid irrigating during times of high wind or high temperature.

D. Irrigation monitoring

1. Contractor shall monitor soil moisture within plant root zones using a soil probe or shovel and adjust irrigation schedules accordingly if a soil moisture sensor is not signaling the irrigation controller.
2. Contractor shall observe irrigation system in operation to identify and correct water runoff or standing water problems as noted in the Section below 3.4.F *Maintenance and Repair*.
3. Contractor shall determine irrigation run time demand monthly by recording water meter reading before and after irrigation (if site has a separate irrigation meter). This data should be reconciled with run times and flow rates to determine if there is unusual consumption which may indicate stuck valves or leaks.

E. Irrigation with recycled water

For landscapes irrigated with recycled water and containing salt-sensitive plants, the Contractor should increase irrigation frequency and duration to allow for elevated salts in the water and reduce salt accumulation in the root zone.

1. As a general guideline it is recommended that irrigation frequency adjusted to 50% allowable depletion (AD) for turf and annuals, 60% for non-drought tolerant plantings and 80% for drought tolerant plantings.
2. Once a month during the summer, irrigation duration should be increased by 20% to leach salts below plant root zones.

F. Irrigation system maintenance and repair

1. Contractor shall maintain the irrigation system for optimum performance, as per manufacturers specifications, by inspecting the entire system on an ongoing basis. This includes cleaning and adjusting all sprinkler and bubbler heads, drip emitters and valves for proper coverage.
2. Contractor shall inspect the irrigation system in operation to ensure proper function according to the following schedule:

April – October	Weekly
November – March	Monthly (when system operating)
3. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
4. All irrigation replacement parts shall be of the same manufacturer, type, and application rates as existing, or approved equals or upgrades.
5. Irrigation system pressure shall be checked and adjusted at least monthly during season of operation.
6. Twice a year, at a minimum, the Contractor shall:
 - a. Ensure all flush valve/cap locations are visible.
 - b. Ensure valve boxes are visible and can be opened.
 - c. Inspect valves, filters, and pressure regulators for damage or leaks. Check wire splices.
 - d. Clean valve boxes of dirt and debris.
 - e. Flush filters. A hose can be attached to the flush cap to keep water out of the valve box.
 - f. Inspect and clean filters. Replace damaged or torn filters.
 - g. Flush laterals.
 - h. Make sure plants have adequate numbers of drip emitters for their size.
 - i. Test backflow preventers.
7. Sprinkler heads shall be modified as needed to avoid overspray.
8. Where possible and appropriate, recommend to City where sprinklers could be converted to drip or bubblers.
9. Contractor shall maintain and submit monthly documentation of irrigation checks and as built plans of any changes or adjustments to the system. See Section 2.3.G.1. *Reporting and Inspecting*.

3.5 Integrated Pest Management (IPM)

A. Goals

An integrated pest management program shall be implemented to:

1. maintain healthy, attractive plants, maximize resistance to pests and out-compete weeds;
2. monitor for presence of pests and to evaluate pest impact to plant health and appearance, and nuisance to the public;
3. provide control treatments that have minimal negative effects on all but the pest and that protect air and water quality.

Contractor shall assume pesticides are potentially hazardous to human and environmental health. Preference shall be given to reasonably available nonpesticide alternatives when considering the use of pesticides on City property.

B. Insects and diseases

1. Key plant:key pests

Contractor shall identify primary plant species and cultivars in the landscape (key plants) and the pests that commonly cause significant harm to plant health or appearance (key pests).

2. Monitoring

Contractor shall monitor landscape areas to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. Key plants: key pests will be monitored closely during normal periods of pest activity. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.

3. Controls

Bay-Friendly Landscaping seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. It relies on IPM which uses a range of cultural, mechanical, physical, and biological control methods before using pesticides. Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied. Pesticides are not applied on a prescheduled basis.

a. Cultural/Mechanical/physical methods. A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices may specifically combat plant pests or increase host resistance. Key treatments include:

- 1) Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately.
- 2) Pruning to remove infected or infested branches and shoots. Time pruning to avoid periods of insect infestation. For example prune pines and eucalyptus in the winter (December-February) when bark beetles and borers are inactive.
- 3) Removing fallen twigs, leaves, and fruit that contains disease inoculum.
- 4) Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces.
- 5) Trapping insects using sticky surfaces (also used for monitoring). Mechanical traps can be used to control rodents.
- 6) Bringing to attention of City plants that are disease or insect prone and suggesting resistant plant replacements or those better suited to the site and microclimate

b. Biological methods

Biological controls are pesticides of natural origin that have limited or no adverse effects on the environment or beneficial organisms. Determining the effective biological control and proper timing of application are critical to success in pest control.

The Contractor shall consider the following biological control methods when cultural/mechanical/physical methods are not adequate to lower pest populations to the target level.

- 1) *Bacillus thuringiensis* (Bt)
- 2) Parasitic nematodes
- 3) Pheromone traps
- 4) Beneficial insect release and conservation

c. Pesticides

The term pesticide applies to insecticides, fungicides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

1) Least toxic pesticides

When cultural, mechanical, physical and biological controls have provided inadequate pest control, the Contractor may select and apply an appropriate least-toxic pesticide as a last resort. Least-toxic pesticides have a high LD-50, low residual, and narrow range of toxicity. Application must be timed to the appropriate life stage of the pest.

Examples are:

- a. insecticidal soaps,
- b. horticultural oils,
- c. herbicidal soaps,

- d. neem,
- e. Pyriproxyfen insect growth regulator (e.g. Distance IGR)

2) Restricted chemicals

Organophosphate-containing pesticides have been found to persist in the environment and cause water quality impairment of some creeks, streams, and arroyos in Alameda County. They are restricted from use. Examples include:

- a. diazinon, trade names Spectracide®, Knox-out® and
- b. chlorpyrifos, trade names Dursban®, Pageant®)
- c. malathion and carbaryl (trade name Sevin®)

Water quality agencies recommend against using pyrethroids and pyrethrins containing piperonyl butoxide (PBO). These chemicals are restricted from use.

Pyrethrins are toxic to birds, fish, and beneficial insects, should be used only as a last resort, and carefully applied to avoid runoff and contact with non-target plants.

Contractor shall not apply any Toxicity Category I or II Pesticide Product, any pesticide containing a chemical identified by the State of California as a chemical known to the State to cause cancer or reproductive toxicity pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986, and any pesticide classified as a human carcinogen, probable human carcinogen or possible human carcinogen by the United States Environmental Protection Agency, Office of Prevention, Pesticides and Toxic Substances.

- 3) All chemical applications shall be performed by a licensed, trained technician. Contractor must be a licensed Pest Control Operator as required by the State of California, registered in Alameda Co., and strictly adhere to all laws.

4. Notice of pesticide use

- a. Signs shall be posted at least three days before application of the pesticide product and remain posted at least four days after application of the pesticide.

- 1) Signs shall be posted (i) at every entry point where the pesticide is applied if the pesticide is applied in an enclosed area, and (ii) in highly visible locations around the perimeter of the area where the pesticide is applied if the pesticide is applied in an open area.
- 2) Signs shall be of a standardized design that are easily recognizable to the public and workers.
- 3) Signs shall contain the name and active ingredient of the pesticide product, the target pest, the date of pesticide use, the signal word indicating the toxicity category of the pesticide product, the date for re-entry to the area treated, and the name and contact number for the City department responsible for the application.

- b. Contractor shall not be required to post signs in right-of-way locations that the general public does not use for recreational purposes. However, Contractor shall notify City in writing three days prior to pesticide applications in the right-of-way areas.

- c. Contractor may obtain authorization from the City to apply a pesticide without providing a three-day advance notification in the event of a public health emergency or to comply with worker safety requirements. Signs shall be posted for at least four days after application of the pesticide, as described in the Section above, 3.5.B.4.a., *Notice of Pesticide Use*

5. Recordkeeping and reporting

- a. Contractor shall maintain records of all pest management activities. Each record shall include the following information:

- 1) target pest;
- 2) type and quantity of pesticide used;
- 3) site of the pesticide application;
- 4) date the pesticide was used;

- 5) name of the pesticide applicator;
- 6) application equipment used;
- 7) prevention and other non-chemical methods of control used.

b. Contractor shall submit the pest management record to City on a monthly basis.

C. Weed management

1. Landscapes shall be maintained in a healthy and attractive manner using Bay-Friendly methods.
2. Identify key weeds

Contractor will identify key weeds present and design weed manage program to target those species.

3. Invasive plants

Invasive plant species may have been included in the plantings inadvertently. Seedlings and/or suckers from those plants shall be removed by the Contractor. Refer to www.bayfriendly.org or www.cal-ipc.org for a list of invasive species. Remove all invasive plants not planted intentionally as noted in the Section below, 3.5.C.4, *Controls*. When invasive plants are an intended part of the landscape please notify City and propose a replacement option.

4. Controls

a. Cultural/Mechanical/physical methods will be used as the first choice in weed management.

- 1) Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
- 2) Cut or pull weeds using hand operated equipment where possible.
- 3) Mow large areas to reduce weed growth, and eliminate species that are not tolerant of mowing. Mowing is especially effective when done prior to seed set. Mowing also reduces fire hazard in open spaces.
- 4) Goats may be used to manage weed growth, where appropriate. Goats must be well managed and plants fenced to avoid damage to non-target plants.
- 5) Mulches shall be maintained at all times over soil surface that is not covered by vegetation. (see also Section 3.3 E, *Incorporate Organic Soil Amedments*)
- 6) Sheet mulching, a layered system of non-plastic weed barrier overlain by mulch, shall be employed where possible.
- 7) Propane-fueled flamers may be used in winter and spring with required permits and approval by the Fire Marshall to kill early-season, non-grass weeds by heating the cells until they burst. The weed quickly wilts and dies.

b. Least toxic herbicides may be employed by Contractor as a last resort. Examples are:

- 1) Fatty acid potassium salts (herbicidal soaps e.g. Safer's Superfast Weed and Grass Killer® Dr. Bronner's Peppermint Anti-Bacterial Soap)¹
- 2) Acetic and citric acids (e.g. Nature's Glory Weed and Grass Killer RTU®)
- 3) Clove, citrus, mint and thyme oil (e.g. Matran II®, Xpress®)
- 4) Corn gluten
- 5) Low-toxic, low-residual herbicide [e.g. glyphosate (Round-up®), glufosinate-ammonium (Finale®), pelargonic acid (Scythe®)]

c. Restricted herbicides that may not be used because they have been identified as ground water contaminants are (trade names in parentheses):

- 1) Atrazine (Aatrex)
- 2) Simazine (Princep)
- 3) Bromacil (Hyvar, Krovar)
- 4) Prometon (Pramitol)
- 5) Bentazon (Basagran)
- 6) Norflurazon (Solicam, Predict, Zorial)

¹ Trade names are used only as examples and are not intended as an endorsement.

d. Restricted herbicides that may not be used because they have been identified as a compost contaminant are:

- 1) Picloram
- 2) Clopyralid

D. Vertebrate pests

1. Identify key pests that significantly affect plant health and appearance. Accurate identification is critical to appropriate control. Common vertebrate pests are:

- a. Rodents including rats, mice, voles, moles, gophers
- b. Deer
- c. Rabbits

2. Controls

a. Mechanical/physical/cultural methods shall be implemented as a first course of action.

Preferred treatments include:

- 1) Exclusion – Protect plants from damage by grazing animals with fences or cages.
- 2) Habitat modification – Reduce cover at the periphery of the project as needed to solve problem.
- 3) Application of repellents that are suitable for use in public areas.
- 4) Traps may be used where mechanical/physical/cultural methods have been insufficient to control moles, voles, gophers, rats and mice.
- 5) Encouragement of predators – owl boxes

b. Least toxic rodenticides

3.6 Plant Growth Control

A. Goals

The goals of plant growth control are to maintain healthy, attractive plants within the planting space allotted with minimal removal and disposal of vegetative growth.

B. Pruning

1. Selective pruning

Plants shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment.

Woody groundcovers shall be selectively pruned to control growth towards pavements rather than edged.

2. Hedging and shearing

a. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing.

Suggest to City alternative plantings to these existing hedges that can be maintained in their natural shape for future renovations

b. For hedges that have not yet been maintained by shearing: shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.

1) Plants having adequate space for development shall instead be selectively pruned on an as needed basis.

2) Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Contractor will notify City where hedges could be replaced with size-appropriate plants to eliminate requirement for shearing.

3. Tree Pruning

Tree pruning shall be preformed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning. See Section 3.5.C., *Pruning*, for additional requirements.

C. Fire management/defensible space

For projects that adjoin open space areas, manage growth of grasses shrubs and trees to minimize fire risk. Contractor shall maintain vegetation clearances as required by the Alameda County Fire Marshall. Where recommended clearances would negatively affect plant health or environmental quality, Contractor will contact the Fire Marshall for a field inspection and recommendation. See also Section 4.5.B. *Fire Management*.

- D. Irrigation and fertilization programs shall be designed to avoid excessive plant growth that would require additional pruning or mowing to manage.

3.7 Waste Management

A. Goals

Bay Friendly landscapes are maintained to minimize producing waste and to use as much of the plant debris generated on-site as is possible and to recycle plant debris and discarded materials to the maximum extent feasible at appropriate recycling centers to avoid adding it to landfill.

B. Retain natural leaf litter

To conserve nutrients on-site and protect the soil surface, Contractor shall retain natural leaf drop and other organic materials in shrub beds. Select sites where leaves will not enter the storm drain. Where leaf litter detracts from landscape appearance due to large leaf size, it is preferable that leaves be chopped and returned to landscape beds. Remove diseased leaves that would provide inoculum for plant infection.

C. Grasscycle

Contractor will leave grass clippings on the lawns after mowing, from at least April through October. Sports turf may be excluded 'in season' when clippings will interfere with play.

D. Debris removal and clean-up

Contractor shall keep all landscaped areas, walkways, building entries and exits free from trash and debris. Debris clean up with brooms and rakes is preferred to blowers.

E. Producing mulch from site generated untreated and unpainted wood and plant debris

Contractor is encouraged to chip all vegetative materials and wood and use on site as mulch.

G. Recycle waste

Contractor shall separate all plant debris that cannot be reused on site and other discarded materials that are readily recyclable and transport to appropriate recycling facilities.

If lawn clippings, shrub and tree trimmings, or prunings must be removed from site, they must be kept free of other types of debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

3.8. Landscape repair/refurbishment

When landscapes are repaired and/or refurbished, the Contractor will employ Bay-Friendly landscape guidelines to enhance the sustainability of the landscape, reduce waste and protect watersheds. Refer to the Bay-Friendly landscape guidelines at www.BayFriendly.org.

- A. Plants that are failing or have died are to be estimated and included in the monthly costs of each area. Replace high input plants with species better suited to location and use. Species should be selected that are:

1. appropriate size at maturity for planting site
2. native to region and/or drought tolerant
3. resistant to significant pests
4. non-invasive
5. increase diversity of the plant palette.

- B. Reduce amount of area occupied by high water use plantings where possible (e.g. replace turf with drought-tolerant ground cover). Suggest alternative plantings to City for decorative turf especially turf areas less than 8 feet wide.

- C. Reuse materials removed from the landscape that are in good condition.

- D. When buying new materials, select recycled content materials where possible.
- E. When irrigation systems are replaced or upgraded, install high efficiency systems.

Section 4: Landscape Specifications for Plant Types and Landscape Zones

4.1 Turf

A. Standards for Health and Appearance

Turf shall be maintained to sustain an attractive appearance, and good health with deep roots uniform green color, and uniform density with no bare spots,

B. Protect Environmental Resources

Turf shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Mowing and Edging

1. Turf shall be mowed and edged at regular intervals to maintain a neat appearance and healthy growth.

2. Grasscycling shall be employed for all turf areas (see A Bay-Friendly Landscaping Guide to Grasscycling, available at www.BayFriendly.org). Grasscycling requires an integrated management system of irrigation, mowing height, and mowing frequency. Key components are:

a. Mow often, at least once a week during the growing season.

b. Mow when the turf is dry; at least on the day following irrigation.

c. Maintain equipment to keep blades sharp and balanced; usually sharpen once a week. Keep area under the mower deck clean. Mulching mowers are more effective, but not required for grasscycling.

d. Leave clippings on the turf. A second pass over clumps or windrows may be necessary if clippings are long. **Clipping may not be left on turf in clumps or windrows.**

e. Seasonal rains may require temporarily halting of grasscycling because of excessive moisture. The clippings must be picked up and used as a mulch or transported to a plant debris recycling facility. Do not use grass clippings as a mulch if an herbicide has been applied to the turf.

2. Turf will be mowed at a height appropriate for the species of turf:

- | | |
|------------------------------------|----------|
| a. Tall fescue | 2-3" |
| b. Bluegrass, ryegrass, red fescue | 1.5-2.5" |
| c. Dichondra, bermudagrass | 0.5-1.0" |

3. Turf will be cut with appropriately sized equipment which will give a neat appearance without rutting, sliding over or scalping the turf.

4. Mowing patterns will be changed weekly or however often necessary to avoid rutting.

5. Turf areas adjacent to pavements shall be edged on a vertical plane every other mowing.

6. A stringtrimmer or shears shall be used to trim around valve boxes, headerboards, etc. in the turf, on a regular basis to maintain a neat appearance.

7. Turf shall be maintained away from the base of features in the turf at the following distances:

- | | |
|-----------------------------------|-----|
| a. Trees | 24" |
| b. Signs and similar features | 4" |
| c. Buildings and other structures | 4" |

8. Clippings will be removed from paved surfaces the day of the mowing and edging.

9. Contractor shall take care to avoid damaging plants, equipment, signs, buildings, vehicles, etc. during turf maintenance operations. Any trees which have more than 50% of the circumference of the trunk tissue removed or damaged by string trimmers or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

D. Leaf Litter

1. Mulch leaf litter with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup. Rakes are preferred for leaf litter removal over blowers.

2. Leaf litter will not be allowed to accumulate to the point that it will damage or kill turf.

3. Leaf litter that is removed from turf will be either chopped and used on-site, or transported to a plant debris recycling facility.

E. Aerating and De-thatching

1. Aerate turf in traffic areas once a year. Aerate turf in low use areas every two years. Use equipment with hollow tines that removes a soil core. Topdress with ¼ inch fine compost. Overseed to fill in thin spots and to crowd out weeds.
2. Dethatch turf when thatch accumulates to a one-half inch thickness by cutting with a vertical mower. Thatch shall be raked and either composted for use elsewhere, or transported to a greenwaste recycling facility.
3. Aeration and dethatching activities should be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

F. Water Management

1. Turf shall be irrigated to provide adequate water to maintain an attractive, green, healthy turf, and moderate growth rate during its growing season, without stimulating excessive growth rates.
2. The water budget approach to irrigation scheduling shall be used to match turf need with water application and avoid over-irrigation (see Section 3.4, *Water Management*)
3. Irrigation frequency under normal conditions should not exceed three times per week.

G. Soil and Nutrition Management

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover as per Sections 3.3.D, *Soil and Plant Tissue Analysis* and 3.3.E., *Incorporate Organic Soil Amendments*.
2. Fertilization shall be managed to provide moderate, not excessive, turf growth, and to avoid polluting surface and ground waters. Grasscycling reduces the fertilization requirement of turfgrass by 15-20%.
3. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. For bidding purposes plan to apply approximately 3.5-4.5 lbs. of actual nitrogen to cool season grasses per year in four applications. Include the available nitrogen from grasscycling and applying compost as a topdressing in the calculations of actual nitrogen.
4. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of turf (see also Section 3.3 *Soil and Nutrition Management*).

H. Pest Management (see also Section 3.4, *Integrated Pest Management*)

1. Contractor is responsible for monitoring turf to identify and assess pest problems, and for taking action to control pests that affect turf health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures (see also Section 3.5, *Integrated Pest Management*).
3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

4.2 Ground Cover

A. Standards for Health and Appearance

Ground covers shall be maintained to sustain an attractive, healthy, normal color for the species, and uniform density with no bare spots. Ground covers shall be kept free of trash and debris.

B. Protect Environmental Resources

Ground cover shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Edging and Mowing

1. Ground covers shall be trimmed on a regular basis to maintain pavements and other features clear of vegetation.
2. The edge of woody ground covers (e.g. rosemary, cotoneaster) shall be maintained by pruning individual branches or stems to interior lateral branches a minimum of 6" and maximum of 12" from the edge of pavement.
3. The edge of herbaceous ground covers (e.g. hypericum) may be maintained using turf edging equipment.
4. When ground covers become excessively woody or develop thatch in excess of 4", the Contractor shall prune the planting severely to rejuvenate it. For most woody ground covers, prune to approximately 6-8" height. Herbaceous ground covers may be mowed at an appropriate height, generally 4-6". This treatment shall only be applied in the late winter/early spring when ET is low and regrowth will occur quickly.

5. Handling of plant debris

Contractor is encouraged to chip all vegetative materials use on site as mulch and/or compost and use as soil amendment.

If ground cover prunings must be removed from site, they must be kept free of other types of inorganic debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

D. Mulching

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas that is not covered by ground cover. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris wood chips from pruning operations. When available, utilize chipped plant prunings generated on-site.

E. Water Management

1. Ground cover shall be irrigated to provide adequate water to maintain an attractive, green, healthy plants, and moderate growth rate during its growing season.
2. The water budget approach to irrigation scheduling shall be used to match ground cover need with water application and avoid over-irrigation (see Section 3.4, *Water Management*)

F. Soil and Nutrition management (see also Section 3.3, *Soil & Nutrition Management*)

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover as per Sections 3.3.D, *Soil and Plant Tissue Analysis* and 3.3.E., *Incorporate Organic Soil Amendments*.
2. Fertilization shall be managed to provide moderate, not excessive, growth, and avoid polluting surface and ground waters.
3. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. For bidding purposes plan to apply 1-2 lbs. of actual nitrogen to ground cover areas in two applications annually.
4. Contractor shall select fertilizers that are released over a period of time, predominately are organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of the ground cover.

G. Pest management

1. Contractor is responsible for monitoring ground cover to identify, assess pest problems and taking action to control pests that affect ground cover health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures (see also Section 3.5, *Integrated Pest Management*).

3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor shall not apply restricted chemicals that may harm water resources.

4.3 Annual Color

A. Standards for Health and Appearance

Annual color beds shall be maintained to sustain an attractive, healthy, plants and uniform density with no bare spots. Annual beds shall be kept free of weeds, trash and debris. Weeds shall be controlled using methods consistent with Section 3.5, *Integrated Pest Management*.

B. Protect Environmental Resources

Annual color beds shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Contractor shall suggest to City where annual color beds could be converted to perennial beds that provide color over several seasons and minimize waste.

D. Annual color shall be planted only in designated beds or pots and hydrozoned. Provide two installations per year: one in the early spring, and one in the late fall. Select species appropriate for the exposure and microsite conditions. Avoid species requiring excessive irrigation and fertilization to sustain.

E. Mulching

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas that is not covered by ground cover. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris wood chips from pruning operations. When available, utilize chipped plant prunings generated on-site.

F. Contractor shall prune annual plants monthly or more to remove spent flowers before seed is formed.

G. Water Management

1. Annual color shall be irrigated to provide adequate water to maintain an attractive, green, healthy plants and moderate growth rate during the growing season.
2. The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation (see Section 3.5)
3. Maximum irrigation frequency under normal conditions should not exceed two times per week.

H. Soil and Nutrition Management

1. Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover as per Sections 3.3.D, *Soil and Plant Tissue Analysis* and 3.3.E., *Incorporate Organic Soil Amendments*.
2. Fertilization shall be managed to provide moderate, not excessive, growth, and to avoid polluting surface and ground waters.
3. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies.
4. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of annual color (see also Section 3.4).

I. Pest Management (see also Section 3.6)

1. Contractor is responsible for monitoring annual color to identify and assess pest problems, and for taking action to control pests that affect turf health and appearance.
2. Contractor shall employ integrated pest management procedures (see also Section 3.6).

3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

J. Handling of plant debris

Contractor is encouraged to use all vegetative materials as a feedstock for compost.

If plant debris must be removed from site, it must be kept free of other types of debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

4.4 Shrubs

A. Standards for Health and Appearance

Shrubs shall be maintained to sustain an attractive and healthy plant that is characteristic for the species.

B. Protect Environmental Resources

Shrubs shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Pruning

1. Selective pruning

- a. Shrubs shall be pruned selectively only as necessary to enhance their natural shape.
- b. Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations

2. Hedging and shearing

- a. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing. Suggest to City alternative plantings to these existing hedges that can be maintained in their natural shape for future renovations
- b. For hedges that have not yet been maintained by shearing: shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.
 - 3) Plants having adequate space for development shall instead be selectively pruned on an as needed basis.
 - 4) Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Contractor will notify City where hedges could be replaced with size-appropriate plants to eliminate requirement for shearing.

3. Trimmings generated by pruning shall either be chipped and used as mulch on the site, or transported to a plant debris recycling facility.

D. Mulching

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded composed green waste, wood chips from pruning operations, or chipped landscape prunings generated on-site.
2. Sheet mulching shall be employed at installation, where possible.

E. Water Management

1. Shrubs shall be irrigated to provide adequate water to maintain an attractive, healthy plants, and moderate growth rate during their growing season.
 2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation (see Section 3.4 *Water Management*)
- F. Soil and Nutrition Management (see also Section 3.3, *Soil & Nutrition Management*)
1. Fertilization shall be managed to provide moderate, not excessive, growth, to and avoid polluting surface and ground waters.
 2. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Additional fertilization of mature shrubs maintained with mulch may not be necessary.
 3. Contractor shall select fertilizers that are released over a period of time, predominantly are organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of the ground cover.
- G. Pest Management
1. Contractor is responsible for monitoring shrubs to identify, assess pest problems and taking action to control pests that affect shrub health and appearance when pest populations or damage exceed established thresholds.
 2. Contractor shall employ integrated pest management procedures (see also Section 3.5, *Integrated Pest Management*).
 3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
 4. Contractor shall not apply restricted chemicals that may harm water resources.

4.5 Trees

A. Standards for Health and Appearance

Trees shall be maintained to sustain an attractive, healthy and structurally stable plant that is characteristic for the species.

B. Protect Environmental Resources

Trees shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Pruning of trees under 15' in height

1. All tree pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning. Arborist must have a State of Calif. Contractors License for Tree Service (C61-D49).
2. All pruning shall be in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
3. Young trees shall receive annual pruning for up to five years after planting by personnel trained in pruning to develop tree structure. The purpose of the pruning is to direct the tree into the appropriate form for the species and the site and to develop a strong branch structure. Trees with codominant trunks and multiple branch attachments shall be pruned to correct those defects over a period of several years.
4. Trees shall be pruned in the following manner:
 - a. Clear the crown of diseased, crossing, weak and dead branches. Trees shall not be routinely thinned.
 - b. Provide 14' vertical clearance over roads, 8' over walkways;
 - c. Reduce end weight on heavy, horizontal branches

- d. Create a strong central trunk with lateral branches spaced vertically and horizontally.
 - e. Interior branches shall not be stripped out.
 - f. No more than 20% of live foliage shall be removed within the trees.
 - g. Trees shall not be climbed with spurs.
 - h. Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.
 - i. No green palm fronds shall be removed above a horizontal line drawn across the base of the crown.
5. Schedule pruning to avoid time of bud break, flowering and leaf drop on live branches, and to avoid peak periods of insect and disease activity for pests to which the tree species is susceptible.
 6. Pruning operations shall be conducted in a manner that does not damage surrounding and understory plants and structures.

D. Staking

1. Tree stakes, ties and guys shall be checked regularly to ensure trees are not being damaged. Adjust ties and stake as necessary to prevent girdling and wounding.
2. Tree stakes shall be removed within two years of planting. For trees unable to stand alone after two years, Contractor will shorten the stakes and lower the ties to 3-4' height. If after the third year the tree will not stand without a stake, Contractor will inspect to determine cause of instability, and make recommendations to City for corrective action.
3. If new ties are needed to secure tree to stake, use ties composed of recycled materials. The tie must be broad, have a smooth surface where it contacts the trunk, and provide some elasticity. Wire covered with hose, tubing or other materials, and covered electrical wire are not acceptable materials.

E. Mulching

1. Contractor shall maintain a minimum of 2" of coarse organic mulch at all times over bare soil areas surrounding trees taking care not to place mulch against trunks. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris and/or wood chips from pruning operations. When available, utilize chipped landscape prunings generated on-site.
2. Sheet mulching shall be employed at installation, where possible.

F. Water Management

1. Trees shall be irrigated to encourage deep root growth and to provide adequate water to maintain an attractive, healthy plants, and a moderate growth rate during their growing season.
2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation (see Section 3.4, *Water Management*)

G. Soil and Nutrition Management (see also Section 3.3, *Soil & Nutrition Management*)

1. Fertilization shall be managed to provide moderate, not excessive, growth, and to avoid polluting surface and ground waters.
2. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Additional fertilization of mature trees may not be necessary.
3. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide the primary nutrient needs of the tree.

H. Pest management

1. Contractor is responsible for monitoring trees to identify, assess pest problems and taking action to control pests that affect tree health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures (see also Section 3.5, *Integrated Pest Management*).

3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

4.6 Open Space & Meadows

A. Standards for Health and Appearance

Open space area shall be maintained to sustain an attractive, healthy plant community that is capable of supporting wildlife.

B. Fire Management

1. Contractor shall maintain vegetation clearances and manage fuel loads as required by the Alameda County Fire Marshall. Where recommended clearances would negatively affect plant health, Contractor will contact the Fire Marshall for a field inspection and recommendation.
2. Herbaceous growth shall be managed to minimize fire hazard by mowing on a frequency to meet Alameda County Fire Marshall requirements.
3. Goats may be used to manage growth, where appropriate. Plants that need protection must be fenced and goats well-managed to prevent damage to non-target plants.

C. Soil and Nutrition Management

1. Contractor shall protect soil from compaction by:
 - a. Scheduling maintenance operations that require driving equipment over the soil (e.g. mowing, pruning) when the soil is dry.
 - b. Confining traffic to paved areas.
 - c. When temporary access is needed over non-paved areas, distribute the load over the soil with 6" thick coarse organic mulch or wood planks.
2. In planted areas, Contractor shall maintain a minimum of 3" of coarse organic mulch at all times over soil surface that is not covered by vegetation. Mulch materials shall be chipped or shredded plant debris, wood chips from pruning operations. When available, utilize chipped landscape prunings generated on-site.
3. Sheet mulching shall be employed where possible.

D. Protect soil from erosion

Contractor shall protect the soil from erosion by:

1. Maintaining vegetative cover over the soil to the extent possible.
2. Placing compost berms, blanket, socks or tubes along slopes to slow water.
3. Maintaining mulch cover over bare soil.

E. Invasive species

Invasive plant species shall be eradicated from open space areas to the extent possible using methods described in Section 3.5.C., *Weed Management*. Refer to www.cal-ipc.org for a list of invasive species.

4.7 Bioswales and bioretention areas

A. Standards for Health and Appearance and Function

Bioswales and bioretention areas remove pollutants from the stormwater by filtering runoff slowly through an active layer of soil. They shall be maintained to ensure that flow is not obstructed, erosion is prevented and they continue to be effective without causing flooding or harboring vectors and in accordance with the site's Stormwater Control Plan's Operation and Maintenance Plan, if available.

B. Protect Environmental Resources

Bioswales depend on soils that are biologically active and held together by plant roots. They shall be maintained using materials and methods that support this biological activity, protect environmental

quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Monitoring and inspection

1. Inspect inlets for channels and exposure of soils and report to the City if evidence of erosion is found. Examine rock or other material and report to the City if it requires replacement.
2. Inspect inlets and slopes for instability, erosion or obstructions. Report indications of problems to City.
3. Observe soil at the bottom of the swale for uniform infiltration. Confirm that irrigation is adequate but not excessive. Report water that does not drain within 48 hours of a storm.
4. Confirm that check dams and flow spreaders are in place and level. Report problems to City.

D. Sediment control

1. Clear minor obstructions and inspect for accumulation of sediment. Contractor shall remove accumulated sediment in bioswales by hand and around catch basins and culverts as necessary to maintain adequate flow.

E. Vegetation management

Examine vegetation to ensure that it is healthy, adequately but not overwatered, and dense enough to provide filtering. Remove debris. Prune large trees and shrubs as per previous Sections 4.4, *Shrubs* and 4.5 *Trees*. Weeds and invasive plant species shall be controlled as described in 3.5.C. *Weed Management*. Refer to www.cal-ipc.org for list of invasive species

F. Mowing

Grassy swales shall be mowed as needed to maintain adequate water flow. For bidding purposes assume 4 mowings per year. Remove no more than 1/3 of the length of the leaf blade. Clippings should be collected and either used elsewhere on-site or transported to a plant debris recycling facility.

G. Mosquito Abatement

Areas of seasonal water collection that do not drain within 48 hours shall either be filled with gravel/cobble or treated monthly with Bt (See Section 3.5.B.3, *Controls*)

4.8 Planter Boxes for Stormwater Management

A. Standards for Health and Appearance and Function

Planter boxes capture runoff from downspouts, plaza or paved areas. The runoff briefly floods the box and then percolates through an active layer of soil. They shall be maintained to continue to be effective, attractive and healthy.

B. Protect Environmental Resources

Planter boxes depend on soils that are biologically active. They shall be maintained using materials and methods that support this biological activity, protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Monitoring and inspection

1. Examine downspouts or inlets from paving. Remove debris and separate organic matter for recycling. Check splash blocks or rocks. Report damaged pipes, downspouts, blocks or rocks that need replenishing.
2. Examine overflow pipe to make sure it can safely convey excess flows to a storm drain. Repair disconnected pipe or report damage to City.
3. Check underdrain piping to make sure it is intact and unobstructed. Report evidence of damage or malfunction to the City.
4. Check planter box for holes, cracks, rot or failure. Make minor repairs and report more significant damage to City.

D. Vegetation management

Examine vegetation to ensure that it is healthy, adequately but not overwatered, and dense enough to provide filtering. Remove debris. Prune large trees and shrubs as per previous sections on growth and waste management. Weeds and invasive plant species shall be controlled as described in Section 3.5.C., *Weed Management*. Refer to www.cal-ipc.org for list of invasive species

E. Soil and Nutrition Management

1. Check that the soil is at the appropriate depth to allow a reservoir of water above the soil surface and to function as a stormwater filter. Confirm that water is draining through soil within 3-4 hours after a storm event. Alleviate compaction or replace soil as needed, with soil that includes compost at a rate of 1 part compost to 3 parts soil.
2. Remove accumulations of sediment, litter or plant debris. Separate organic matter and handle as section on waste management. If plant debris must be removed from site, it must be kept free of other types of debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

4.9 Hardscape

A. Debris removal and clean-up

Contractor shall keep all hardscape areas, walkways, building entries and exits free from trash and debris.

B. Surface cleaning

Contractor will clean hard surfaces as needed to remove accumulation of sediment, dirt, or other materials that distracts from the visual impact of the area or creates a safety hazard. Cleaning methods must be consistent with the Bay Area Stormwater Management Agencies Association (BASMAA) criteria (listed below in Section 4.9.E., *BASMAA Certification*).

C. Root interference

Potential root damage to hardscapes shall be reported to City. Corrective action will be determined and directed as an extra service.

D. Pervious paving

Contractor shall clean the surface of pervious paving to remove fine debris and dirt as needed to maintain permeability (approximately four times per year). Pavement may be cleaned with street sweepers equipped with vacuums, water, and brushes, followed by high-pressure hosing of surface. If necessary, replace displaced aggregate fill with clean gravel. Cleaning methods must be consistent with the Bay Area Stormwater Management Agencies Association. (BASMAA) criteria (listed below in section 4.9.E., *BASMAA Certification*).

E. BASMAA Certification

Pollution Prevention Training & Certification Program For Surface Cleaners issued by the Bay Area Stormwater Management Agencies Association (BASMAA) is required to perform surface cleaning work. BASMAA certification number: _____. <http://www.basmaa.org/recognition/> All work should conform to BASMAA standards. BASMAA standards encourage the use of dry cleaning methods over wet such as the use of absorbing materials for oils and sweeping. It discourages the use of any soaps or solvents. It encourages directing wash water into the landscape or collection of waste water for disposal into a sanitary sewer instead of a storm drain. See their website for a thorough list of criteria.

Section 5: Definitions

Antimicrobial agent – Any substance or mixture of substances intended for inhibiting the growth of or destroying any bacteria, fungi pathogenic to human and other animals, or viruses declared to be pests under Section 12754.5 of the California Food and Agricultural Code, except slime control agents. Antimicrobial agents include, but are not limited to, disinfectants, sanitizers, bacteriostats, sterilizers, fungicides and fungistats.

Biodiesel – A fuel produced through a process in which organically-derived oils such as soybean or vegetable oil are combined with alcohol.

Bioswale - Channel constructed to improve the water quality of runoff, usually while also conveying it, through filtering by vegetation and other mechanisms that capture and hold water pollutants.

Blanket – Mat of organic, biodegradable materials such as coir fibers, straw or curled wood fiber, on or between photodegradable polypropylene or degradable natural fiber netting. The blanket is placed on the soil surface to protect from surface erosion.

Compost Berm – An erosion control device composed of linear mounds of compost placed along a slope to slow water movement and retain sediment.

Evapotranspiration (ET) – The combined loss of water from a given area, and during a specified period of time, by evaporation from the soil surface and by transpiration from plants.

Grasscycling – A turf management technique in which turf is mown frequently and clippings are left on the turf to return nutrients to the soil, thereby reducing fertilizer requirements by as much as 50%.

Hardscape – The hard-surface components of the landscape such as sidewalks, pavements, non-living features.

Hydrozone – A portion of a landscaped area having plants with similar water needs that are served by one irrigation valve or set of valves with the same schedule.

I.S.A. – International Society of Arboriculture, www.isa-arbor.com

Integrated Pest Management – A holistic approach to managing insects, plant disease, weeds and other pests so that their populations do not exceed a tolerable level by fostering an environment favorable for plants and other beneficial organisms and unfavorable for pests. If pest problems arise a variety of control techniques are considered, with least toxic pesticides being applied as a last resort.

Pesticide – As defined in Section 12753 of the California food and Agricultural Code, a pesticide includes any of the following: (a) Any spray adjuvant. (b) Any substance, or mixture of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment whatsoever. Antimicrobial agents are excluded from the definition of pesticide.

"Toxicity Category I Pesticide Product" means any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category I under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

"Toxicity Category II Pesticide Product" means any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category II under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Sheet Mulching - A layered system of non-plastic weed barrier (e.g. recycled cardboard, newspaper) overlain by mulch that is used for soil improvement and weed control

Sock – Sleeve filled with mulch, straw, or other organic, biodegradable material to create long tube placed along a slope to slow water movement and retain sediment.

Tube – See sock.

Wattle – See sock.

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