



*"Small Town Atmosphere
Outstanding Quality of Life"*

September 15, 2010

Bruce H. Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Ms. Pamela Creedon, Executive Officer
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670-6114

Dear Mr. Wolfe and Ms. Creedon:

Enclosed is the 2009 - 2010 Annual Report for the Town of Danville, which is required by and in accordance with Provision C.16 in National Pollutant Discharge Elimination System (NPDES) Permit Number CAS612008 issued by the San Francisco Bay Regional Water Quality Control Board and/or by Provision D.5 in NPDES Permit Number CA0083313 issued by the Central Valley Regional Water Quality Control Board.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated 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 of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibly of fine and imprisonment for knowing violations.

Very truly yours,



Joseph A. Calabrigo
Town Manager

Enclosure

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration
(925) 314-3388

Building
(925) 314-3330

Engineering & Planning
(925) 314-3310

Transportation
(925) 314-3310

Maintenance
(925) 314-3450

Police
(925) 314-3700

Parks and Recreation
(925) 314-3400

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Section 1 – Permittee Information

Background Information			
Permittee Name:	Town of Danville		
Population:	43,574 (State Dept of Finance, as of Jan 1, 2010)		
NPDES Permit No.:	CAS612008 (San Francisco Bay Permit)		
Order Number:	R2-2009-0074 (San Francisco Bay Permit)		
Reporting Time Period (month/year):	July 1, 2009 through June 30, 2010		
Name of the Responsible Authority:	Joe Calabrigo	Title:	City Manager
Mailing Address:	510 La Gonda Way		
City:	Danville	Zip Code:	94526
		County:	Contra Costa
Telephone Number:	(925)314-3302	Fax Number:	(925)838-0548
E-mail Address:	jcalabrigo@danville.ca.gov		
Name of the Designated Stormwater Management Program Contact (if different from above):	Chris McCann	Title:	Stormwater Coordinator
Department:	Engineering		
Mailing Address:	510 La Gonda Way		
City:	Danville	Zip Code:	94526
		County:	Contra Costa
Telephone Number:	(925)314-3342	Fax Number:	(925)838-0360
E-mail Address:	cmccann@danville.ca.gov		

Section 2 - Provision C.2 Reporting Municipal Operations

Program Highlights and Evaluation

Highlight/summarize activities for reporting year:

Summary: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of activities conducted countywide and regionally on our behalf.)
 A new Corporation Yard SWPPP was completed this year that complies with the MRP. Also, a new field screening form will be implemented this fall to better record findings for reporting on annual basis. In addition, an IPM policy was adopted per the MRP and a Town Capital Improvement Project was approved in this year's budget to improve drainage near the street sweeping pile in the Town's Corporation Yard.

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:

X	Control of debris and waste materials during road and parking lot installation, repaving or repair maintenance activities from polluting stormwater
X	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
X	Sweeping and/or vacuuming and other dry methods to remove debris, concrete, or sediment residues from work sites upon completion of work

Comments:

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:

X	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
X	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs

Comments: A wash water separator is occasionally used to spray off equipment at the Town's Corporation Yard. This separator is directly connected to the sanitary sewer.

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:

n/a	Control of discharges from bridge and structural maintenance activities directly over water or into storm drains
X	Control of discharges from graffiti removal activities
X	Proper disposal for wastes generated from bridge and structure maintenance and graffiti removal activities
n/a	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs for graffiti removal

Comments:
 Graffiti is removed by painting over the graffiti or utilizing a graffiti removal spray and scrubbing it with a brush. No water or mobile cleaners are utilized for this activity.

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.**

(For FY 10-11 Annual Report only) Complete the following table for dry weather DO monitoring and inspection data for pump stations! (add more rows for additional pump stations):

Pump Station Name and Location	First inspection Dry Weather DO Data		Second inspection Dry Weather DO Data	
	Date	mg/L	Date	mg/L

¹ Pump stations that pump stormwater into stormwater collection systems or infiltrate into a dry creek immediately downstream are exempt from DO monitoring.

FY 2009-2010 Annual Report
Permittee Name: Town of Danville

C.2 – Municipal Operations

(For FY 10-11 Annual Report only) Summarize corrective actions as needed for DO monitoring at or below 3 mg/L. Attach inspection records of additional DO monitoring for corrective actions:

Summary:

Attachments:

(For FY 10-11 Annual Report only) Complete the following table for wet weather inspection data for pump stations (add more rows for additional pump stations):

Pump Station Name and Location	Date (2x/year required)	Presence of Trash (Cubic Yards)	Presence of Odor (Yes or No)	Presence of Color (Yes or No)	Presence of Turbidity (Yes or No)	Presence of Floating Hydrocarbons (Yes or No)

C.2.e. ► Rural Public Works Construction and Maintenance	
Does your municipality own/maintain rural ² roads:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If your answer is No then skip to C.2.f.	
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 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 road-related erosion and sediment transport from road design, construction, maintenance, and repairs in rural areas
<input checked="" type="checkbox"/>	Identification and prioritization of rural road maintenance based on soil erosion potential, slope steepness, and stream habitat resources
<input checked="" type="checkbox"/>	No impact to creek functions including migratory fish passage during construction of roads and culverts
<input checked="" type="checkbox"/>	Inspection of rural roads for structural integrity and prevention of impact on water quality
<input checked="" type="checkbox"/>	Maintenance of rural roads adjacent to streams and riparian habitat to reduce erosion, replace damaging shotgun culverts and excessive erosion
n/a	Re-grading of unpaved rural roads to slope outward where consistent with road engineering safety standards, and installation of water bars as appropriate
n/a	Inclusion of measures to reduce erosion, provide fish passage, and maintain natural stream geomorphology when replacing culverts or design of new culverts or bridge crossings
Comments including listing increased maintenance in priority areas: There is only a small portion of Danville that can be considered to have rural roads, and all roads in this area are paved.	

² 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 corporation 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 checked="" type="checkbox"/>	We certify that 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 checked="" 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:			
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
Town Danville Service Center	1-6-10	1) All DI's require a cleanout/inspection. The filters on some of them had accumulated debris that needed to be removed. 2) One DI, located within a landscape area on the south side had signs that concrete rinse water may have been washed into the drain. Please identify how the concrete wash out remains got there.	1) We have set up a schedule in maintenance to clean out these filters a minimum of four times a year. During the storm season they will be checked weekly. 2) We were unable to determine how the one DI located in the south side landscaped area was compromised. I have brought this issue to the Maintenance staff and clearly expressed to all that this is not acceptable.

		<p>3) All hazardous materials/waste containers need to be stored under cover. Specifically, 5-gallon paint buckets near the sea containers, 5-gallon waste oil container near the hazardous waste storage, and gasoline cans and other misc. materials in the landscape contractor's area.</p> <p>4) We discussed the possibility of relocating the debris pile from the street cleaning operations to an area away from the storm drain. We explored the old CCCSD fenced area. This is a possible CIP project.</p> <p>5) Remove the structure from the old hazardous waste storage area. Dispose of material that has accumulated in the secondary containment pallet as hazardous waste. If the pallet is no longer going to be used, it should also be disposed of as hazardous waste. Inspect surface of soil for signs paint/oil from accidental spillage and handle accordingly.</p> <p>6) Clean litter from the landscape contractor's area.</p> <p>7) Label the outside of the hazardous waste storage shed to read "Hazardous Waste Storage", Post the appropriate NFPA Diamond placard.</p> <p>8) Consider installing a concrete berm or plastic edging around the DI located in the small landscape area near the woodshop and the back entrance/gate to the yard. This DI accumulates mulch from the surrounding area.</p>	<p>3) We recently did a yard clean up and addressed all of the misc. containers in the yard. I also personally met with the landscapers and they have subsequently cleaned up their area. Sue Loyd from Contra Costa HazMat did the annual yard inspection and we passed.</p> <p>4) Relocation of the debris pile will require some meetings involving all of us. The old Central San property is not currently paved and does not lend itself for an appropriate site in its current condition. If we move that direction we should also have a discussion with the Allied Waste personnel to insure that they can easily utilize this area with their trucks and there are no other potential issues that we may need to address.</p> <p>5) We have addressed the old HazMat site and have a new clearly identified HazMat area that is properly enclosed and signed. We worked with SRVFD and County HazMat to insure that we were in compliance with both agencies.</p> <p>6) As previously stated in item #3, this area has been addressed.</p> <p>7) As previously stated in item #5, all appropriate and approved signage is in place at the new designated HazMat storage area.</p> <p>8) When time allows we will take the appropriate steps to address the issue regarding mulch getting into the DI located in the small landscaped area near the back gate.</p>
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Section 3 - Provision C.3 Reporting New Development and Redevelopment

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

(For FY 10-11 Annual Report only) Provide a brief summary of the methods of implementation of Provisions C.3.a.i.(1)-(8).

Summary:

The Town's website <http://www.danville.ca.gov> and front Counter handout materials have all been updated to reflect the new MRP regulations. Customers are also referred to the CCCWP website where the 4th Edition of the Guidebook is available (www.ccccleanwater.org). The on-line version contains many resource links in helping designers to correctly apply the C.3 standards and utilize the on-line IMP sizing calculator.

Projects are reviewed by staff from various departments at the pre-application stage. When a development project is submitted to the Town, a project planner is assigned to it and they follow the project from the beginning design phase and public hearing stages, through to the final improvement plan and construction phases of the project. In order to keep abreast of all the projects at various stages of the process; Danville city planners, engineers, landscape architect, stormwater manager, engineering plan checkers, parks, maintenance and Fire District staff meet to discuss projects at the Town's monthly Development Advisory Meeting (DAM). At this meeting, the Stormwater Control Plan is discussed and how the IMPs are proposed to be incorporated into the project design. In order to coordinate each department's concerns early in the planning process, the first DAM meeting is conducted before the environmental checklist is complete in order to identify all the project issues early in the process. The planners utilize consistent Conditions of Approval for all projects by starting with a standard list of Conditions of Approval (COA) that contain several Stormwater-related requirements, then specific requirements that are unique to the project are added. Prior to issuing a grading and/or building permit for the project, the Town's plan check engineer, stormwater coordinator and the grading inspector review all grading, improvement and landscape plans for compliance with the project COA to verify that the stormwater facilities are consistent with the project SCP. Another DAM meeting review is often conducted again for the project just before the construction permits are issued. The Town utilizes O & M templates for the O&M Plans and Agreements for various different types of projects. The O&M Agreement is required to be recorded as a deed restriction prior to final sign-off on the project.

One of Danville's newest changes in the development review process since adoption of the MRP involves addressing C.3. requirements at the Building permit stage when discretionary planning permits are not required for the project per C.3.a.i.(6) and (7). These regulations typically address AC condensate, trash/recycling areas and pool filter back wash connections.

Town Capital improvement Projects: In a similar nature, the Town's development review process for all Town Capital Improvement Projects (CIP) are first routed to multiple departments for review and comment, including stormwater, grading and erosion control staff. The Town utilizes the DAM meeting described above, where staff representatives from each Town department and the Fire District review projects at various stages of approval. Special CIP meetings also occur monthly where broad construction issues are addressed for all CIP construction managers and when applicable, new stormwater regulations are explained as well. This year, staff incorporated a C.3 CIP checklist into the CIP process as well as new regulations pertaining to recycling. This information has been incorporated into all bid specifications for all CIP projects. This year the Town's new Veterans Hall located in downtown Danville was the only CIP project that was subject to C.3. The design goal for this building is LEED Silver. Construction should be complete by next fiscal year.

The Town is also currently working on updating our General Plan. New Stormwater information and regulations have been included in the Draft Text. Adoption of the Town's General Plan Update is anticipated in 2011. The Town's Stormwater Ordinance has been deemed adequate to implement the new requirements of the MRP, but a full review and update of the ordinance is also planned for next fiscal year as well.

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:

(See the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed report on BASMAA and the Program's encouragement and support of various Watershed Stewardship Collaborative efforts regarding Green Streets Projects.)

C.3.b.v.(1) ► Regulated Projects Reporting Table

Fill in attached table **C.3.b.v.(1)** or attach your own table including the same information

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

(1) Fill in attached table **C.3.h.iv.(1)** or attach your own table including the same information

(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.

Summary:

The first O & M inspections will occur late summer of 2010. All findings will be reported in next year's annual report.

(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).

Summary:

See #(2) comment above. The Town's O & M program is in the initial stages and effectiveness will be evaluated in next year's annual report.

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 ³ , Street Address	Name of Developer	Project Phase No. ⁴	Project Type & Description ⁵	Project Watershed ⁶	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New and/or Replaced Impervious Surface Area ⁷ (ft ²)	Total Pre-Project Impervious Surface Area ⁸ (ft ²)	Total Post-Project Impervious Surface Area ⁹ (ft ²)
Private Projects										
Camino Ramon Condominiums: PUD 2007-01, DP 2007-14 and SD 9204: Preliminary Development Plan - Rezoning request PUD 2007-01, Final Development Plan request DP2007-14, and Major Subdivision request SD 9204 -	943 Camino Ramon, south of Sycamore Valley Road and north of El Capitan Dr. (APN: 218-371-010)	G. Novotny And M. Berney	1 of 1	9 two-story condos varying from 1,150 -2,350 sq. ft. w/ parking on-site. The site shares a driveway and add'l parking off-site w/ the adjacent day care center.	Walnut Creek	0.75 acre	0.75 acre	19,141		19,141
Public Projects										
Veterans Hall	400 Hartz Avenue @ Prospect	Town of Danville	1 of 1	Partial reconstruction and renovation of a historic Veteran's Bldg. – 2-story bldg	Walnut Creek	.31 (13, 504)	.28	10,587	11,035	12,665

³ Include cross streets.

⁴ If a project is being constructed in phases, use a separate row entry for each phase.

⁵ 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.

⁶ State the watershed(s) that the Regulated Project drains to. Optional but recommended: Also state the downstream watershed(s).

⁷ State both the total new impervious surface area and the total replaced impervious surface area, as applicable.

⁸ For redevelopment projects, state the pre-project impervious surface area.

⁹ For redevelopment projects, state the post-project impervious surface area.

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 ³ , Street Address	Name of Developer	Project Phase No. ⁴	Project Type & Description ⁵	Project Watershed ⁶	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New and/or Replaced Impervious Surface Area ⁷ (ft ²)	Total Pre- Project Impervious Surface Area ⁸ (ft ²)	Total Post- Project Impervious Surface Area ⁹ (ft ²)
				w/ a 4,885 sq. ft. footprint and small parking lot						

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

Project Name Project No.	Status of Project ¹⁰	Source Control Measures ¹¹	Site Design Measures ¹²	Treatment Systems Approved ¹³	Operation & Maintenance Responsibility Mechanism ¹⁴	Hydraulic Sizing Criteria ¹⁵	Alternative Compliance Measures ^{16/17}	Alternative Certification ¹⁸	HM Controls ^{19/20}
Private Projects									
Camino Ramon Condominiums	Working on Final Map approval	IPM methods for landscape maint., no car washing per CC&Rs, curb markers on storm drains	Shared parking, parking under building, no car washing	Bio-retention facility and Filterra Unit	O & M Plan and Agreement recorded	2.c.	n/a		n/a
Public Projects									
Veterans Hall	Under construction	Infiltration Planters and a Filterra Unit	In-fill Project, shared parking	Bio-retention facilities and Filterra Unit	Town of Danville	2.c.	Filterra Unit in the street treats 83,500sf impervious area to off- set the drng from the 9,308sf patio area	n/a	n/a

¹⁰ For private projects, state project application submittal date; application deemed complete date; and, final discretionary approval date. For public projects, state plans and specifications approval date.

¹¹ 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.

¹² 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.

¹³ 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.).

¹⁴ 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.

¹⁵ See Provision C.3.d. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3)

¹⁶ 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.

¹⁷ 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.

¹⁸ Note whether a third party was used to certify the project design complies with Provision C.3.d.

¹⁹ If HM control is not required, state why not.

²⁰ 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.	Status of Project ¹⁰	Source Control Measures ¹¹	Site Design Measures ¹²	Treatment Systems Approved ¹³	Operation & Maintenance Responsibility Mechanism ¹⁴	Hydraulic Sizing Criteria ¹⁵	Alternative Compliance Measures ^{16/17}	Alternative Certification ¹⁸	HM Controls ^{19/20}

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.

Facility/Site Inspected and Location	Party Responsible ²¹ For Maintenance	Date of Inspection	Type of Inspection ²²	Type of Treatment/HM Control(s) Inspected ²³	Inspection Findings or Results ²⁴	Enforcement Action Taken ²⁵	Comments
Reporting begins in 2011							

²¹ State the responsible operator for installed stormwater treatment systems and HM controls.

²² State the type of inspection (e.g., annual, follow-up, spot, etc.).

²³ 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.

²⁴ State the inspection findings or results (e.g., proper installation, improper installation, proper O&M, immediate maintenance needed, etc.).

²⁵ 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

C.4.a.ii ► Legal Authority

(For FY 09-10 Annual Report only) Do you have adequate legal authority to obtain effective stormwater pollutant control on industrial sites? Yes No

If **No**, explain:
 The Town's Stormwater Ordinance has been deemed adequate to implement the new requirements of the MRP, but a full review and update of the ordinance is also planned for next fiscal year as well.

C.4.c.ii.(5) ► Enforcement Response Plan

(For FY 09-10 Annual Report only) Have you developed and implemented an Enforcement Response Plan by April 1, 2010? Yes No

If **No**, explain:

Program Highlights

Provide background information, highlights, trends, etc. For FY 09-10 Annual Report, describe steps taken to revise your program to meet new data tracking and reporting requirements.

See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of highlights and activities conducted countywide and regionally on our behalf. The Town contracts all inspections services with the Central Contra Costa Sanitary District and the Regional Water Board staff did a full audit of these services in June 2010 and found the program to be in general compliance.

C.4.b.i. ► Business Inspection Plan

(For FY 09-10 Annual Report only) 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 Attachment C.4.b.iii.(1) for a list of all priority facilities.

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 the last sheet on Attachment C.4.b.iii.(2) for a list of all 2010-11 Scheduled Inspections.

C.4.c.iii.(1) ► Facility Inspections

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

	Number	Percent
Number of businesses inspected (if known)	46	
Total number of inspections conducted	54	
Violations issued (excluding verbal warnings)	3	
Sites inspected in violation	3	7%
Violations ¹ resolved within 10 working days or otherwise deemed resolved in a longer but still timely manner	3	100%

¹ 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.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. non-stormwater discharge)	2
Potential discharge (e.g. BMPs not in place or ineffective)	1

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) ¹	Number of Enforcement Actions Taken	% of Enforcement Actions Taken²
Level 1	Warning Notice issued and re-inspection scheduled	1	.33%
Level 2	NOV issued w/ timeframe to correct and re-inspection scheduled	2	67%
Level 3			
Level 4			
Total			

Notes:

¹Agencies to list specific enforcement actions as defined in their ERPs.

²Percentage 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 Category¹	Actual Discharge Violations	Potential Discharge Violations
Body Shop	1	
Food Service	1	1
Gas Station		
Assisted Living		
Bar Only		
Car Wash		
Commercial		
Dry Cleaner		
Education		
Hotel		
Healthcare		
Manufacturing		
Mini-Market		

Nursery		
Permitted IU		
Pest Control		
Residential		
Retail		
SDPP (one time)		
Vehicle Service		

Notes:

¹ List your Program's standard business categories.

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:

--

C.4.d.iii ► Staff Training Summary

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
CWEA P3S Conference	3/1-3/10	General inspector training, update to laws and regulations, stormwater BMPs	2	22%
Environmental Enforcement Training	8/6/09	Enforcement procedures, rules of evidence	5	56%
CWEA Northern Regional Training Conference	9/16-19/09	General inspector training, update to laws and regulations, stormwater BMPs	1	11%
NACWA Annual Pretreatment and Pollution Prevention Workshop	5/19-21/10	Program management, update to laws and regulations, investigating illicit discharges/sources; stormwater BMPs	1	11%
CWEA Annual	4/21-23/10	General inspector training, update to laws and regulations, stormwater infrastructure/LID; stormwater BMPs	1	11%

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

C.5.a.ii ► Legal Authority

(For FY 09-10 Annual Report only) Do you have adequate legal authority to prohibit and control illicit discharges and escalate stricter enforcement to achieve expedient compliance? Yes No

If **No**, explain:

C.5.b.ii.(4) ► Enforcement Response Plan

(For FY 09-10 Annual Report only) Have you developed and implemented an Enforcement Response Plan by April 1, 2010? Yes No

If **No**, explain:

During the Town's audit in June 2010, further refinements to the Town's ERP were verbally suggested by Regional Board staff. When the written comments are received, the Town will review and incorporate those changes into the Town's ERP.

Program Highlights

Provide background information, highlights, trends, etc. For FY 09-10 Annual Report, describe steps taken to revise your program to meet new data tracking and reporting requirements.

See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of highlights and activities conducted countywide and regionally on our behalf. In addition, the Town currently records illicit discharges for the Stormwater Control Program in writing, but a new electronic data base system is currently being considered for purchase and possible implementation in 2011-12. When the new electronic data base system is operational, code enforcement data collection for stormwater illicit discharges will transition over to that system.

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
See Attachment C.5.c.iii for list	This call-out list has been laminated and placed in every field staff's vehicle. It is currently being re-checked for accuracy and will be reprinted if necessary.	

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 Town only hires BASMA-certified contractors. This certification is verified annually. Town field staff is trained to observe the practices of mobile washers in the field when they are encountered. Any violations will be treated as an illicit discharge violation when encountered. Mobile washers are expected to get a Town business license which provides an opportunity to provide educational materials on these regulations. If these materials become available, the Town will provide this service. In addition, see the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of highlights and activities conducted countywide and regionally on our behalf regarding mobile cleaners.

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:

The regular drainage screening and maintenance program for the Town of Danville divides the Town into four drainage areas that include high priority areas in each zone. Town Maintenance staff generally inspects facilities in each zone on an ongoing basis and annually inspects and/or cleans all Town-maintained drainage facilities starting in August in order to prepare for the rainy season. The annual inspection/clean-up includes all Town-maintained drainage facilities (approximately 39 creeks and ditches) and 14 trash racks that are elevated to high priority status during the rainy season. Inspections are also routinely done in the rainy season during each rain event. No new high priority areas were added this year. In addition where development is occurring adjacent to creeks, the Town's Grading inspector regularly inspects creek outfalls for each development project on a regular basis. No significant development issues were reported this fiscal year.

The Town has six high priority screening areas that are regularly inspected. The current locations were picked because they are representative of the major drainage areas of Town. They are typically located either downtown, near a Town boundary, or at the junction of two major creeks or at the first point where major drainage pipes daylight from a commercial area. The existing locations include; Cow Creek where it daylights at Harlan Drive, the junction of Sycamore Creek with San Ramon Creek, a major downtown outfall and drop structure along San Ramon Creek at Diablo Road, San Ramon Creek where it daylights behind FAZ restaurant, Green Valley Creek at Hill Road just after the north and east branches join and Alamo Creek at Center Avenue where the creek flows into Danville from Blackhawk. Stormwater and/or maintenance staff informally conducts inspections in these areas on a quarterly basis. Typical findings in these areas included excessive growth, trees downed, dumped grass clippings and minor debris; which were cleaned up by Town maintenance staff. No major problems were found this year and no changes to the screening program are suggested. No additional "No Dumping" signs were posted this year.

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))	4	
Discharges reaching storm drains and/or receiving waters (C.5.f.iii.(2))	3	75%
Discharges resolved in a timely manner (C.5.f.iii.(3))	4	100%

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

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

Blowing leaf debris in SD, alleged car wash business out of home, paint in gutter, erosion issue

Section 6 – Provision C.6 Construction Site Controls

C.6.a.iii ► Legal Authority

(For FY 09-10 Annual Report only) Is your agency's legal authority adequate for C.6 compliance? Yes No

If **No**, explain:

C.6.b.ii.(3) ► Enforcement Response Plan

(For FY 09-10 Annual Report only) Was your Enforcement Response Plan developed and implemented by April 1, 2010? Yes No

If **No**, explain:

During the Town's audit in June 2010, further refinements to the Town's ERP were verbally suggested by Regional Board staff. When those comments are received in writing, the Town will review and incorporate those changes.

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)
6	2	150

C.6.e.iii.1.d ▶ Construction Activities Storm Water Violations		
BMP Category	Number of Violations¹	% of Total Violations²
Erosion Control		
Run-on and Run-off Control		
Sediment Control	1	25%
Active Treatment Systems	1	25%
Good Site Management	2	50%
Non Stormwater Management		
Total	4	100%

Notes:

¹Count one violation in a category for each site and inspection regardless of how many violations/problems occurred in the BMP category.

²Percentage 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)¹	Number Enforcement Actions Taken	% Enforcement Actions Taken²
Level 1	Verbal and re-inspection w/in 10 days	4	100%
Level 2			
Level 3			
Level 4			
Total		4	100%

Notes: ¹Agencies should list the specific enforcement actions as defined in their ERPs.

²Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

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)	3
Number of sites with discharges, actual and those inferred through evidence (C.6.e.iii.1.g)	2

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)	4	100% ²
Violations not fully corrected within 30 days after violations are discovered (C.6.e.iii.1.i)	0	0% ³
Total number of violations for the reporting year¹	4	100%

Notes:

¹Total 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.

²Calculated 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.

³Calculated 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.

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.).
<p>Description:</p> <p>Although the number of construction sites in Danville was consistent with the prior two fiscal years, the number of rain days were significantly greater thus the number of inspections this year were double that of last year. Danville is largely built out and there were not any large active construction sites this year. In general, developers are well educated on stormwater impacts and implementing BMPs for construction sites. Maintaining good site management practices is standard operating procedure and when corrections are noted, they are corrected quickly. For example, rock bags are effective, but require a lot of maintenance and need to be changed out approximately every 2 months depending on traffic and weather conditions. Grading operations that involve large areas continue to be hydroseeded and sprayed w/ straw tacifier after they are hydro-seeded. For smaller areas, hand seeding and slope matting material like blankets are successful methods for erosion control and continue to be utilized on slopes.</p>

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:

All construction projects one acre and greater are required to file a Notice of Intent (NOI) with the State and have a Stormwater Pollution Prevention Plan (SWPPP) and show proof to the Town of Danville before a grading permit is issued by the Town. For larger priority sites, pre-construction meetings are held with the grading inspector and the site superintendent prior to the start of construction. The inspector goes over timing of construction and all erosion control and SWPPP requirements at that time along with many other construction issues. In the future, an effort is going to be made to include the Stormwater Coordinator when C.3 regulations are also applicable. A new C.3. inspection checklist that was prepared by the CCCWP is also going to be test-run this up-coming rainy season. Our inspection and plan check staff are well trained and the development community understands stormwater regulations, so implementation of stormwater regulations is standard operating procedure. This year, the Town adopted a mandatory construction and debris recycling ordinance that is implemented through the building permit process.

C.6.f ► Staff Training Summary

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
Contra Costa Construction Stormwater Management Compliance Workshop	March 18, 2010	1. Municipal Regional Permit – What You Need to Know 2. Understanding the New State General Construction Permit 3. Regional Board Construction Inspection Program 4. SWPPPs, State and Municipal Requirements, Compliance 5. Sediment, Erosion Control and Construction Site Pollution Prevention 6. Design & Construction of Post-Construction Low Impact Development Stormwater Facilities – Lessons Learned	2	50%
Webinar – State General Construction permit	Sept 10, 2009	Parts 1 & 2	1	25%
Staff Mtg –Gen'l Construction Permit briefing	Sept. 2009	Updated regulations and website given to staff to review.	4	100%

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: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of advertising efforts conducted countywide and regionally on our behalf.) The Town updated the Town’s website and now it has a whole new look. Special care was taken to include all stormwater-related information for designers, contractors, developers and the general public.

C.7.b.iii.1 ► Pre-Campaign Survey

(For the FY 10-11 Annual Report only) 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:

- Summary of how the survey was implemented.
- Analysis of the survey results.
- Discussion of the outreach strategies based on the survey results.
- Discussion of planned or future advertising campaigns to influence awareness and behavior changes regarding trash/litter and pesticides.

Place an **X** in the appropriate box below:

<input type="checkbox"/>	Survey report attached
<input type="checkbox"/>	Reference to regional submittal:

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: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of media relation efforts conducted countywide and regionally on our behalf.) In addition, the Town of Danville publishes a Danville Today community newsletter, the Town’s Activity Guide and the Town’s Annual Report where four stormwater related news articles, ads and/or media pitches were included. Also the Town released media pitches regarding encouraging the public to reduce the use of pesticides (which was published in the Danville Express News May 18, 2010). The Town also advertised *Bringing Back the Native Gardens Tour* and two *Composting Workshops* in Danville through the Town website.

C.7.d ► Stormwater Point of Contact

(For FY 09-10 Annual Report only, unless changes made) Provide details of website or phone number used as the point of contact. Report on how the point of contact is publicized and maintained. If any change occurs in this contact, report in a subsequent Annual Report.

Contact Summary: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a discussion on BASMAA and the Program's development and communication of Stormwater Point of Contacts.) The Town's Stormwater contact is Chris McCann (925)314-3342 or cmccann@danville.ca.gov . This information is listed on various pages of the Town's website pertaining to stormwater regulations, C.3. requirements, sustainability and recycling efforts.

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., Enviroscene 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
Bring Back the Native Gardens Tour, May 2, 2010. This event was regional in scope.	See the FY 2009 – 2010 Group Program Annual Report for details on this public outreach event.	See the FY 2009 – 2010 Group Program Annual Report for a detailed evaluation on the effectiveness of this public outreach event.
"Kids Creek Fest" held at Fernandez Park in the City of Pinole on May 8, 2010. Though local, this event was funded by all municipalities.	See the FY 2009 – 2010 Group Program Annual Report for details on this public outreach event.	See the FY 2009 – 2010 Group Program Annual Report for a detailed evaluation on the effectiveness of this public outreach event.

Farmers Market	Variety of handouts, information and give-aways provided to the public.	50 people attended, 10 came to the booth to receive information. This is consistent w/ previous similar events.
4 th of July Parade	Mr. Funnelhead was in the parade and provided give-away 780 pieces of material	Mr. Funnelhead is a recognized icon amongst kids in the crowd at this highly attended public event.

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 the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed report on BASMAA and the Program's encouragement and support of various Watershed Stewardship Collaborative efforts.) In an effort to lead by example, the Town is currently in the process of applying for Green Business Certification for the Town office site. The certification includes complying with all stormwater regulations along with four other sustainable categories. The Town Service Center (Corporation Yard) has been a Certified Green Business for several years. Next year, the Town hopes to encourage more businesses to become green as a lead by example approach.

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
We contributed to Citizen Monitoring conducted countywide. For details on all citizen monitoring events, locations, and dates, see the Contra Costa Monitoring and Assessment Program (CCMAP) report provided in the Fiscal Year 2009 -2010 Group Program Annual Report.	See Group Program Annual Report	See Group Program Annual Report
We helped fund "Kids Creek Fest" held at Fernandez Park in the City of Pinole on May 8, 2010. See the FY 2009 – 2010 Group Program Annual Report for details on this citizen involvement event.	See Group Program Annual Report	See Group Program Annual Report
Boy Scout Curb Marker project	Worked w/ Boy Scout to obtain his Eagle status. His project entailed replacing 250 curb markers in town for the Town's on-going curb marker maintenance project.	30+ Boy Scout volunteers and parents were involved in helping to complete this project. Approximately 500 Flyers were also placed on people's doors explaining what eth project was about.
St. Timothy Church Youth Group, 1550 Diablo Rd.	See Attachment C.7.g.	See Attachment C.7.g.

Town of Danville hosted a Green Business Seminar for Chamber members on 8-21-09	Luncheon session w/ speakers to describe the program and solicit questions and feedback.	10 members were in attendance. Contact with several of these attendees has resulted in follow-up contact where various issues continue to be addressed. Participation in the Green Business Program is a part of the Bay Area Green Business Collaborative Program and is financially supported by the Town of Danville.
Sustainable Danville (a local citizens' action group) was formed in Danville this year. Town staff meets regularly with organizers to help coordinate and facilitate mutual sustainability efforts.	Their mission is: <i>Recognizing and inspiring sustainable practices in our community through partnerships with schools, local businesses, government, and YOU!</i>	They have 200 members to-date and offer monthly discussion and information forums for the community.

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 of participants	Provide agency staff feedback. Report any other evaluation methods used (quiz, teacher feedback, etc.). Attach evaluation summary if applicable.
We supported "Kids for the Bay." See the FY 2009 – 2010 Group Program Annual Report for a detailed review of this program.	See Group Program Annual Report	See Group Program Annual Report	See Group Program Annual Report

FY 2009-2010 Annual Report
Permittee Name: Town of Danville

C.7 – Public Information and Outreach

We supported Mr. Funnelhead. For a detailed summary of all Mr. Funnelhead school assemblies, city/county fair events, and TV advertisements conducted countywide, please refer to the Fiscal Year 2009 – 2010 Group Program Annual Report.	See Group Program Annual Report	See Group Program Annual Report	See Group Program Annual Report
We support "Newspapers in Education." For a detailed description of this program for school-age children, see the FY 2009 – 2010 Group Program Annual Report.	See Group Program Annual Report	See Group Program Annual Report	See Group Program Annual Report
We helped fund "Kids Creek Fest" held at Fernandez Park in the City of Pinole on May 8, 2010. See the FY 2009 – 2010 Group Program Annual Report for details on this citizen involvement event.	See Group Program Annual Report	See Group Program Annual Report	See Group Program Annual Report
Town of Danville also financially supports Kids for the Bay - Sycamore Valley Elementary School 4 th grade outreach program for FY 2009-10	See Attachment C.7.h. for details	See Attachment C.7.h. for details	See Attachment C.7.h. for details
Mr. Funnelhead	4 th of July Parade in Danville	780 materials distributed	See Group Program C.7 section on this Program- wide activity
Mr. Funnelhead Assembly at Montair Elementary - January 27 th at 9:30am	Performed the Mr. Funnelhead Show "It Came From Boggy Lake".	200 materials distributed and Calendar contest entry forms were passed out	200 Students

Charlotte Wood Middle School Eco-challenge Day	Town staff assisted parent volunteers to provide a creek-side education station along a bike tour where Clean Water and Pollution Prevention issues were taught to students.	50 students attended and four parents/teachers were involved in the outreach project along with Town staff.	Reportedly, the storm water station was the most popular of all the stations.
Car Wash Kits for school fund raisers	The Town provided the kits to San Ramon High School this summer to block the storm drains and re-direct wash washer to landscaped areas.	Student Groups	Intended to stop storm water from getting into the storm drain.

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: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed report on BASMAA and the Program's Water Quality Monitoring programs and activities.)

Section 9 – Provision C.9 Pesticides Toxicity Controls

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

<i>(For FY 09-10 Annual Report only)</i> Attach a copy of your individual IPM ordinance or policy.	<input checked="" type="checkbox"/>	Attached	<input type="checkbox"/>	Not attached , explain below
If Not attached , explain:				

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 organophosphorous pesticides, pyrethroids, carbaryl, and fipronil. A separate report can be attached as evidence of your implementation.
Summary: The Town of Danville has for many years operated with an IPM philosophy in mind, and this year the Town has adopted an IPM policy at the end of the Fiscal Year. Attachments C.9.a.iii. is the Town's IPM policy & Attachment C.9.a.i is the Town's current procedures.

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.	3
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.	n/a ²⁶

²⁶ Danville contracts out all pesticide application.

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 checked="" 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 checked="" type="checkbox"/>	Equivalent documentation.		
If not attached, explain: The Town's Roadside A & B Landscape Maintenance Contracts approved in 2010 includes IPM language and are attached, see Attachments C.9.d.(1) and (1)a; C.9.d.(2) and (2)b for the approved contracts and specifications (which include the IPM language). The Parks Landscape Maintenance Contract was approved in 2006 does not expire until June 2011. At that time new IPM language will be included in the contract. However the Town's maintenance practices in parks satisfy the State School District IPM practices since many of the Town's parks are also joint use playgrounds for schools – see Attachment C.9.d.(3) for a more thorough explanation of these practices.			

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: <i>(See the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed summary of all countywide and regional efforts conducted on our behalf to track and participate in relevant pesticide regulatory processes.)</i>	

C.9.f ▶ Interface with County Agricultural Commissioners	
Provide a summary of improper pesticide usage reported to County Agricultural Commissioners and follow-up actions to correct violations, if any. A separate report can be attached as your summary.	
Summary: <i>(See the Fiscal Year 2009 – 2010 Group Program Annual Report for a report on improper pesticide usage countywide as reported to the Contra Costa County Agricultural Commissioner.)</i>	

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: <i>(See the Fiscal Year 2009 – 2010 Group Program Annual Report for a report on point of purchase public outreach conducted countywide and regionally on our behalf.)</i>	

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 Fiscal Year 2009 – 2010 Group Program 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:

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 develop a Baseline Trash Load and Trash Load Reduction Tracking Method (due February 1, 2012).

Description:

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

(For FY 10-11 Annual Report and Each Annual Report Thereafter) Provide a 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:

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. Provide required photo documentation.

(MRP Provision C.10.b.ii. states: "The list [i.e., of selected Hot Spots] should include photo documentation (one photo per 50 feet) and initial assessment results for the proposed hot spots". Consistent with this language, most all Contra Costa Permittees submitted the photo documentation and initial assessment information to the San Francisco Bay Water Board with their proposed Hot Spot list on July 1, 2010. The July 1, 2010 submittal compiled all Contra Costa Permittees' information.)

Trash Hot Spot	Cleanup Date	Volume of Material Removed	Dominant Type of Trash	Trash Sources (where possible)
Previously submitted to RB				
<i>(Please review the Contra Costa Clean Water Program's July 1, 2010 Trash Hot Spot submittal, made on our behalf, to the Executive Officer, which provides our Trash Hot Spot list, cleanup date, volume of material removed, dominant types of trash, and where possible, trash sources.)</i>				

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
Published an Anti-litter ads in Town Activity Guide	Summer 2010	1 (first time done since MRP adoption)	n/a	n/a
Conducted recycling events for e-waste, textiles, appliances and other items	FY 2007-08	3 (same # each year since inception)	n/a	e-waste, textiles, clothing accessories, appliances
Curbside solid waste recycling	On-going	weekly	n/a	Cans, bottles, paper, cardboard, plastics
Pharmaceuticals recycling in the Town's Police Department	Spring 2010	1 bin – new since MRP	1 bin 3 x yr	drugs
Sharps recycling/mailback program	Summer 2010	Mailback Program	Not available	sharps

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
Free trash pick-up days curbside	On-going	2 x year	n/a	Furniture, toys, HH garbage and other HH items
Free HHW collection for residents	On-going	Open all year	n/a	Solvents, motor oil, paint, car batteries, pesticides
Trash Bin Management	On-going	Conditions of Approval for development projects. Increased regulations since MRP for non-discretionary projects	n/a	n/a
Inspection of SD Outfalls	On-going	Routine Screening program	n/a	n/a
Routine litter pick-up and control at parks	Daily pick-up	On-going	18,580 bags of trash	Cans, bottles, litter
Routine litter pick-up downtown	3 x week trash can collection and weekly street sweeping	On-going	8,564 cans/bags of trash	Cans, bottles, litter
Routine litter pick-up roadsides	weekly	On-going	1,903 cans/bags of trash	Cans, bottles, litter
Special events litter pick-up and recycling	2 x year	On-going	Data not available	Cans, bottles, litter
Removal of Homeless Encampments	1 x year	On-going	1 c.y.	Cardboard, clothes, litter, cans, bottles

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
Storm Drain Operation and Maintenance	1,163 storm drains cleaned	Annually in the Fall	32 c.y.	Organic debris, silt and litter
Storm Drain Signage/Marking – Maintenance program	Storm drains re-applied w/ curb markers	250 curb markers installed	n/a	n/a
Street Sweeping Activities	Weekly downtown, 2 x week on arterial roads and monthly in residential neighborhoods	4,460 curb miles	1,504 c.y.	Leaves, litter, silt, cans and bottles
Creek and ditch clean ups	Annual	30,842 lineal ft.	260 c.y.	Organic debris, silt and litter

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 Fiscal Year 2009 – 2010 Group Program Annual Report for a list of mercury collection and recycling efforts conducted countywide and regionally on our behalf.)

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: *(See the Fiscal Year 2009 – 2010 Group Program Annual Report for an estimate of the mass of mercury collected countywide and regionally on our behalf.)*

- 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: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed summary of all ongoing and planned mercury investigations, monitoring studies and projects planned countywide and regionally on our behalf.)

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: *(See the Fiscal Year 2009 – 2010 Group Program Annual Report for a summary of activities to provide, on our behalf, training for our municipal inspectors to identify PCBs and PCB containing equipment.)*

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:

FY 2009-2010 Annual Report

C.12 – PCB Controls

Permittee Name: Town of Danville

- 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: (See the Fiscal Year 2009 – 2010 Group Program Annual Report for a detailed summary of all PCB investigations, monitoring studies and projects planned countywide and regionally on our behalf.)

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?

	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?

	Yes		No
--	-----	--	----

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

C.13.c ► Vehicle Brake Pads

(See the FY 2009 – 2010 Group Program Annual Report for a detailed reporting on our contributions towards and participation in efforts to reduce copper discharges from automobile brake pads to surface waters via urban runoff.)

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

List below or attach annotated lists or tables from your Industrial and Commercial Site Controls portion of this report, that highlight copper reduction results among the facilities identified as potential users or sources of copper, facilities inspected, and BMPs addressed. For FY 09-10 describe below or highlight in the C.4 Evaluation portion (if provided) of this report the steps taken to revise your program to meet new data tracking and reporting requirements for implementation levels described in C.13.d.ii.

Summary
 No known facilities have been identified in Danville.

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

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

Summary (See the Fiscal Year 2009 – 2010 Group Program Annual Report on planned studies on our behalf to reduce copper pollutant impact uncertainties.)

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

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

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

Summary: *(See the Fiscal Year 2009 – 2010 Group Program Annual Report on control programs for PBDEs, legacy pesticides and selenium controls to be conducted countywide and regionally on our behalf.)*

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. Describe program highlights below. For FY 09-10 only, describe steps taken to revise your program to meet new monitoring, data tracking and reporting requirements.				
Summary:				

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: (See the FY 2009 – 2010 Group Program Annual Report for a detailed review of measures and policies we promote and implement that minimize runoff and pollutant loading from excess irrigation.) Also see Provision C. 9. – Danville’s IPM Policies and Practices section of this report.</p> <p>Danville did a press release to encourage the reduction in use of pesticides; as a result articles were published in the local media. The information for this press release was provided by BASMA. The Town promoted the Bringing Back the Native Gardens Tour and co-sponsored two composting workshops in Danville and publicized these events on the Town’s website. Information on proper irrigation practices can be found on the Town’s website that refers users to EBMUD’s water conservation programs. Conditions of Approval for all discretionary projects include requirements for drought tolerant and native vegetation and proper irrigation practices. Large volumes of irrigation water run-off are handled through the Illicit Discharge program (section C.5).</p>

C.15.b.iii.(1) ► Planned Discharges of the Potable Water System										
Site/ Location	Discharge Type	Receiving Waterbody(ies)	Date of Discharge	Duration of Discharge (military time)	Estimated Volume (gallons)	Estimated Flow Rate (gallons/day)	Chlorine Residual (mg/L)	pH (standard units)	Discharge Turbidity ¹ (NTU)	Implemented BMPs & Corrective Actions
n/a										

Notes:

¹ Monitor the receiving water for turbidity if necessary and feasible. Include data in this column if available.

C.15.b.iii.(2) ► Unplanned Discharges of the Potable Water System														
Site/ Location	Discharge Type	Receiving Waterbody(ies)	Date of Discharge	Discharge Duration (military time)	Estimated Volume (gallons)	Estimated Flow Rate (gallons/day)	Chlorine Residual ² (mg/L)	pH ² (standard units)	Discharge Turbidity (Visual) ²	Implemented BMPs & Corrective Actions	Time of discharge discovery	Regulatory Agency Notification Time ³	Inspector arrival time	Responding crew arrival time

- Notes:
1. This table contains all of the unplanned discharges that occurred in this FY.
 2. Monitoring data is only required for 10% of the unplanned discharges. If you monitored more than 10% of your unplanned discharges report all of the data collected.
 3. Notification to Water Board staff is required for unplanned discharges where the chlorine residual is >0.05 mg/L and total volume is ≥ 50,000 gallons. Notification to State Office of Emergency Services is required after becoming aware of aquatic impacts as a result of unplanned discharge or when the discharge might endanger or compromise public health and safety.

Name	Address	Stormwater City	Program Category
Barrington Court Memory Care	400 W EL PINTADO	Danville	Assisted Living
Diablo Lodge Assisted Living	950 DIABLO Road	Danville	Assisted Living
Sunrise Assisted Living	1027 DIABLO Road	Danville	Assisted Living
Elliott's Bar	369 HARTZ Ave	Danville	Bar Only
Symmons Body & Fender Inc	509 SAN RAMON VALLEY Blvd	Danville	Body Shop
Chamois Car Wash	7711 CROW CANYON Road	Danville	Car Wash/Det.
Danville Arco Carwash	3500 CAMINO TASSAJARA	Danville	Car Wash/Det.
Cresco Xpress	555 SAN RAMON VALLEY Blvd	Danville	Commercial
Danville Bike	175 HARTZ Ave	Danville	Commercial
Danville Bowl	200 BOONE Court	Danville	Commercial
Marshalls	3140 FOSTORIA Way	Danville	Commercial
B-Line Cleaners	120 HARTZ Ave	Danville	Dry Cleaner
Classic Cleaners	9000 CROW CANYON Road	Danville	Dry Cleaner
Country Club Cleaners	3412 CAMINO TASSAJARA	Danville	Dry Cleaner
Crystal Blue Cleaners	115 RAILROAD Ave E	Danville	Dry Cleaner
Hesperian Cleaners	438 DIABLO Road	Danville	Dry Cleaner
Penguin Cleaner	413 RAILROAD Ave	Danville	Dry Cleaner
Sparklizing Cleaners	514 SAN RAMON VALLEY Blvd	Danville	Dry Cleaner
Village Cleaners	615 SAN RAMON VALLEY Road	Danville	Dry Cleaner
St. Isidores School Kitchen	435 LA GONDA Way	Danville	Education
Town of Danville Facility Maintenance Center	1000 SHERBURNE HILLS Road	Danville	Fleet Operations
Amber Bistro	500 HARTZ Ave	Danville	Food Service
Amici's	720 CAMINO RAMON Blvd	Danville	Food Service
Aryana Afghan Cuisine	9000 CROW CANYON Road J	Danville	Food Service
Ascona Pizza Company, Inc.	3414 CAMINO TASSAJARA Road	Danville	Food Service
Atol Spanish Food	121 HARTZ Ave	Danville	Food Service
Bagel Box	480 SAN RAMON VALLEY Blvd K	Danville	Food Service
Bagel Street Café	3422 CAMINO TASSAJARA	Danville	Food Service
Bagel Street Café	316 W SYCAMORE VALLEY Road	Danville	Food Service
Basil Leaf Cafe	501 HARTZ Ave	Danville	Food Service
Baskin Robbins Ice Cream	9000 CROW CANYON Road M	Danville	Food Service
Baskin Robbins Ice Cream #2044	301 HARTZ Ave 100	Danville	Food Service
Big Apple Bagels	9000 CROW CANYON Road C	Danville	Food Service
BlowFish	101 TOWN & COUNTRY Drive C	Danville	Food Service
Brandy Ho's Hunan	9000 CROW CANYON Road H	Danville	Food Service
Bridge's Restaurant	44 CHURCH Street	Danville	Food Service
Burger King	444 FRONT Street	Danville	Food Service
Cafe Meyers	3468 CAMINO TASSAJARA B9	Danville	Food Service
Casa Gourmet Burrito	21 RAILROAD Ave	Danville	Food Service
China Bistro	426 DIABLO Road	Danville	Food Service
China Paradise	531 HARTZ Ave	Danville	Food Service
China Paradise	3446 CAMINO TASSAJARA	Danville	Food Service
Chow	445 RAILROAD Ave	Danville	Food Service
Christy's Donuts	436 DIABLO Road	Danville	Food Service
Christy's Donuts	9000 CROW CANYON Road B	Danville	Food Service
COLDSTONE CREAMERY	412 W SYCAMORE VALLEY Road	Danville	Food Service
Country Waffles	428 RAILROAD Ave B	Danville	Food Service
Danville Bowl Snack Bar	200 BOONE Court	Danville	Food Service
Danville Grange Hall # 85	743 DIABLO Road	Danville	Food Service
Danville Old Town Bakery	221 HARTZ Ave	Danville	Food Service
Denny's #6698	807 CAMINO RAMON	Danville	Food Service

Potential Facilities List FY 10/11 Page 2 of 4

Domenico's Delicatessin	682 HARTZ Ave	Danville	Food Service
Domenico's Gelateria Café	684 HARTZ Ave	Danville	Food Service
Domino's Pizza	504 SAN RAMON VALLEY Blvd	Danville	Food Service
El Nido	107 TOWN & COUNTRY Drive A	Danville	Food Service
Esin Restaurant & Bar	750 CAMINO RAMON	Danville	Food Service
Father Nature's	172 E PROSPECT Ave	Danville	Food Service
Faz	600 HARTZ Ave	Danville	Food Service
Forbes Mills Steakhouse	200 W SYCAMORE VALLEY Road	Danville	Food Service
Foster's Freeze	180 HARTZ Ave	Danville	Food Service
Gagnons Catering & Rentals	569 SAN RAMON VALLEY Blvd	Danville	Food Service
Garlex Pizza	9000 CROW CANYON Road P	Danville	Food Service
Great Impasta, The	318 W SYCAMORE VALLEY Road	Danville	Food Service
High Tech Burrito	3452 CAMINO TASSAJARA	Danville	Food Service
Juice Zone	11000 CROW CANYON Road D	Danville	Food Service
Kane Sushi	125 HARTZ Ave	Danville	Food Service
Kinder's	105 TOWN & COUNTRY Drive G	Danville	Food Service
Koji's Sushi	480 SAN RAMON VALLEY Blvd E	Danville	Food Service
La Ultima New Mexico Food	455 HARTZ Ave	Danville	Food Service
Leo's Chinese	105 TOWN & COUNTRY Drive C-D	Danville	Food Service
Los Panchos	480 SAN RAMON VALLEY	Danville	Food Service
Lotsa Pasta	171 HARTZ Ave	Danville	Food Service
Luna Loca	500 SYCAMORE VALLEY Road F	Danville	Food Service
Mangia Mi	406 HARTZ Ave	Danville	Food Service
Marcello's of Danville Inc.	515 SAN RAMON VALLEY Blvd	Danville	Food Service
Maria Maria	710 CAMINO RAMON	Danville	Food Service
McDonald's	10000 CROW CANYON Road	Danville	Food Service
Meenar Inc.	349 HARTZ Ave	Danville	Food Service
Mountain Mike's Pizza	130 HARTZ Ave	Danville	Food Service
Norm's Place	356 HARTZ Ave	Danville	Food Service
Panda Express	495 SAN RAMON VALLEY Blvd	Danville	Food Service
Pascal French Oven	155 RAILROAD Ave B	Danville	Food Service
Pasta Gondola & Pizza Machine	664 SAN RAMON VALLEY Blvd	Danville	Food Service
Patrick Davids Cafe	416 W SYCAMORE VALLEY Road	Danville	Food Service
Peet's Coffee & Tea	435 RAILROAD Ave	Danville	Food Service
Pete's Brass Rail	201 HARTZ Ave A	Danville	Food Service
Piatti Ristorante	100 W SYCAMORE VALLEY Road	Danville	Food Service
Poly Roly Sandwiches	35 RAILROAD Ave	Danville	Food Service
Primo's Pizza & Pasta, Inc.	298 HARTZ Ave	Danville	Food Service
Quiznos	190 HARTZ Ave	Danville	Food Service
Rising Loafer Café & Bakery	340 HARTZ Ave	Danville	Food Service
Round Table Pizza	105 TOWN & COUNTRY Drive A	Danville	Food Service
Similan Thai Cuisine	9000 CROW CANYON Road	Danville	Food Service
Starbucks Coffee #634	11000 CROW CANYON Road E	Danville	Food Service
Starbucks Coffee #668	398 HARTZ Ave	Danville	Food Service
Strizzis Restaurant	3456 CAMINO TASSAJARA	Danville	Food Service
Subway Sandwiches #12105	9000 CROW CANYON Road A	Danville	Food Service
Subway Sandwiches & Salads #7147	125 RAILROAD Ave	Danville	Food Service
Sushi Bar Hana	301 HARTZ Ave 106	Danville	Food Service
Sushi Yokohama	558 SAN RAMON VALLEY Blvd	Danville	Food Service
Taco Bell Express #16304	420 DIABLO Road	Danville	Food Service
Thai House	254 ROSE Street	Danville	Food Service
That Bar	148 E PROSPECT Street	Danville	Food Service

The 202 Grill	202 W SYCAMORE VALLEY Road	Danville	Food Service
The Dog	110 HARTZ Ave	Danville	Food Service
The New Valley Medlyn's	330 HARTZ Ave	Danville	Food Service
The Peasant and the Pear	267 HARTZ Ave	Danville	Food Service
Togo's Eatery	3454 CAMINO TASSAJARA	Danville	Food Service
Tower Grille	301 HARTZ Ave	Danville	Food Service
Tutti Fruti	37 RAILROAD Ave	Danville	Food Service
Uncle Wong's Restaurant	150 HARTZ Ave	Danville	Food Service
Uptown Café	327 HARTZ Ave	Danville	Food Service
Veteran Building	400 HARTZ Ave	Danville	Food Service
Wizzbang2 Burgers	35 RAILROAD Ave	Danville	Food Service
Yogurt Shack	290 HARTZ Ave	Danville	Food Service
Yuki of Tokyo	200 HARTZ Ave E	Danville	Food Service
Z Pizza	95 RAILROAD Ave	Danville	Food Service
Blackhawk Shell Service Station/Carwash	7777 CROW CANYON Road	Danville	Gas Station
Camino Ramon Shell	811 CAMINO RAMON	Danville	Gas Station
Chevron #97578	145 HARTZ Ave	Danville	Gas Station
Chevron Station #92075	8000 CROW CANYON Road	Danville	Gas Station
Danville 76	744 SAN RAMON VALLEY Blvd	Danville	Gas Station
Danville Valero	736 SAN RAMON VALLEY Blvd	Danville	Gas Station
Diablo Gas & Mart	198 DIABLO Road	Danville	Gas Station
Crow Canyon Country Club	711 SILVER LAKE Drive	Danville	Golf Course
Bibi Bazaar	251 HARTZ Ave	Danville	Grocery Store
Draeger's Market	4100 BLACKHAWK PLAZA Circle	Danville	Grocery Store
Lucky supermarket	660 SAN RAMON VALLEY Blvd	Danville	Grocery Store
Lunardi's Market	345 RAILROAD Ave	Danville	Grocery Store
Safeway Store #1211	3496 CAMINO TASSAJARA	Danville	Grocery Store
Trader Joe's #65	85 RAILROAD Ave	Danville	Grocery Store
Health (20)	790 SAN RAMON VALLEY Blvd #150	Danville	Healthcare
Danville Sycamore Inn	803 CAMINO RAMON	Danville	Hotel
Danville Materials	3420 FOSTORIA Way A200	Danville	Manufacturing
Danville Wine & Liquor	177 HARTZ Ave	Danville	Mini-Market
Navlet's Garden Center	800 CAMINO RAMON	Danville	Nursery
Sloat Garden Center	828 DIABLO Road	Danville	Nursery
Sunset Color	1435 SAN RAMON VALLEY Blvd	Danville	Nursery
Tassajara Nursery	2550 CAMINO TASSAJARA	Danville	Nursery
Aerotest Operations, Inc.	3455 FOSTORIA Way	Danville	Permitted IU
PG&E San Ramon Technology Center	3400 CROW CANYON Road	Danville	Permitted IU
Green Valley Pool	1515 GREEN VALLEY Road	Danville	Pool
Asset Management Group	440 SYCAMORE VALLEY Road B	Danville	Property Mngt
CJM Property Management	9000 CROW CANYON Road	Danville	Property Mngt
Laurence D. Sherman	2420 CAMINO TASSAJARA	Danville	Property Mngt
Tassajara Crossing Shopping Center	3400 CAMINO TASSAJARA Road	Danville	Property Mngt
Town & Country Shopping Center	105 TOWN & COUNTRY Drive	Danville	Property Mngt
Benjamin Moore Paints	688 SAN RAMON VALLEY Blvd	Danville	Retail
Costco Wholesale #21	3150 FOSTORIA Parkway	Danville	Retail
CVS Pharmacy	650 SAN RAMON VALLEY Blvd	Danville	Retail
Kevin Milligan Gallery	408 HARTZ Ave	Danville	Retail
Pet Food Express	609 SAN RAMON VALLEY Blvd	Danville	Retail
Walgreens	611 SAN RAMON VALLEY	Danville	Retail
Walgreens	480 DIABLO ROAD	Danville	Retail
Athenian School	2100 MT DIABLO SCENIC Blvd	Danville	School/College

KinderCare Learning Center	730 SAN RAMON VALLEY Blvd	Danville	School/College
Auto Care of Danville, Inc.	195 HARTZ Ave	Danville	Vehicle Service
Big O Tires #73	155 W LINDA MESA Ave	Danville	Vehicle Service
Danville Automotive & Tire	535 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
Danville Olde Towne Station	1 BOONE Court	Danville	Vehicle Service
Danville Service Center	152 W LINDA MESA Ave	Danville	Vehicle Service
Diamond Sharp Equipment Center	33 FRONT Street	Danville	Vehicle Service
Discount Smog Check Centers	198 DIABLO Road	Danville	Vehicle Service
E & E automotive	198 DIABLO Ave	Danville	Vehicle Service
Jiffy Lube	530 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
Rosebery Car Care	400 DIABLO Road	Danville	Vehicle Service
Tassajara Tune Up	3600 CAMINO TASSAJARA	Danville	Vehicle Service

Facilities Scheduled for Inspection FY 10/11 Page 1 of 1

Name	Address	Stormwater City	Program Category
Barrington Court Memory Care	400 W EL PINTADO	Danville	Assisted Living
Health (20)	790 SAN RAMON VALLEY Blvd #150	Danville	Healthcare
Tassajara Tune Up	3600 CAMINO TASSAJARA	Danville	Vehicle Service
Wizzbang2 Burgers	35 RAILROAD Ave	Danville	Food Service
Walgreens	480 DIABLO ROAD	Danville	Retail
Atol Spanish Food	121 HARTZ Ave	Danville	Food Service
Benjamin Moore Paints	688 SAN RAMON VALLEY Blvd	Danville	Retail
Brandy Ho's Hunan	9000 CROW CANYON Road H	Danville	Food Service
CVS Pharmacy	650 SAN RAMON VALLEY Blvd	Danville	Retail
Mangia Mi	406 HARTZ Ave	Danville	Food Service
Maria Maria	710 CAMINO RAMON	Danville	Food Service
Navlet's Garden Center	800 CAMINO RAMON	Danville	Nursery
St. Isidores School Kitchen	435 LA GONDA Way	Danville	Education
That Bar	148 E PROSPECT Street	Danville	Food Service
Walgreens	611 SAN RAMON VALLEY	Danville	Retail
Starbucks Coffee #668	398 HARTZ Ave	Danville	Food Service
Pascal French Oven	155 RAILROAD Ave B	Danville	Food Service
Peet's Coffee & Tea	435 RAILROAD Ave	Danville	Food Service
Starbucks Coffee #634	11000 CROW CANYON Road E	Danville	Food Service
Meenar Inc.	349 HARTZ Ave	Danville	Food Service
Bagel Street Café	3422 CAMINO TASSAJARA	Danville	Food Service
Cafe Meyers	3468 CAMINO TASSAJARA B9	Danville	Food Service
COLDSTONE CREAMERY	412 W SYCAMORE VALLEY Road	Danville	Food Service
Strizzis Restaurant	3456 CAMINO TASSAJARA	Danville	Food Service
Faz	600 HARTZ Ave	Danville	Food Service
Danville Materials	3420 FOSTORIA Way A200	Danville	Manufacturing
Tassajara Nursery	2550 CAMINO TASSAJARA	Danville	Nursery
Sunset Color	1435 SAN RAMON VALLEY Blvd	Danville	Nursery
Subtotal: 28			
Enforcement Reinspections			
B-Line Cleaners	120 HARTZ Ave	Danville	Dry Cleaner
Burger King	444 FRONT Street	Danville	Food Service
Danville Automotive & Tire	535 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
McDonald's	10000 CROW CANYON Road	Danville	Food Service
Norm's Place	356 HARTZ Ave	Danville	Food Service
Symmons Body & Fender Inc	509 SAN RAMON VALLEY Blvd	Danville	Body Shop
Subtotal: 6			
Aerotest Operations, Inc.	3455 FOSTORIA Way	Danville	Permitted IU
PG&E San Ramon Technology Center	3400 CROW CANYON Road	Danville	Permitted IU
Subtotal: 2			

Annual Target: 36

Name	Address	Stormwater City	Program Category
Barrington Court Memory Care	400 W EL PINTADO	Danville	Assisted Living
Diablo Lodge Assisted Living	950 DIABLO Road	Danville	Assisted Living
Sunrise Assisted Living	1027 DIABLO Road	Danville	Assisted Living
Elliott's Bar	369 HARTZ Ave	Danville	Bar Only
Symmons Body & Fender Inc	509 SAN RAMON VALLEY Blvd	Danville	Body Shop
Chamois Car Wash	7711 CROW CANYON Road	Danville	Car Wash/Det.
Danville Arco Carwash	3500 CAMINO TASSAJARA	Danville	Car Wash/Det.
Cresco Xpress	555 SAN RAMON VALLEY Blvd	Danville	Commercial
Danville Bike	175 HARTZ Ave	Danville	Commercial
Danville Bowl	200 BOONE Court	Danville	Commercial
Marshalls	3140 FOSTORIA Way	Danville	Commercial
B-Line Cleaners	120 HARTZ Ave	Danville	Dry Cleaner
Classic Cleaners	9000 CROW CANYON Road	Danville	Dry Cleaner
Country Club Cleaners	3412 CAMINO TASSAJARA	Danville	Dry Cleaner
Crystal Blue Cleaners	115 RAILROAD Ave E	Danville	Dry Cleaner
Hesperian Cleaners	438 DIABLO Road	Danville	Dry Cleaner
Penguin Cleaner	413 RAILROAD Ave	Danville	Dry Cleaner
Sparklizing Cleaners	514 SAN RAMON VALLEY Blvd	Danville	Dry Cleaner
Village Cleaners	615 SAN RAMON VALLEY Road	Danville	Dry Cleaner
St. Isidores School Kitchen	435 LA GONDA Way	Danville	Education
Town of Danville Facility Maintenance Center	1000 SHERBURNE HILLS Road	Danville	Fleet Operations
Amber Bistro	500 HARTZ Ave	Danville	Food Service
Amici's	720 CAMINO RAMON Blvd	Danville	Food Service
Aryana Afghan Cuisine	9000 CROW CANYON Road J	Danville	Food Service
Ascona Pizza Company, Inc.	3414 CAMINO TASSAJARA Road	Danville	Food Service
Atol Spanish Food	121 HARTZ Ave	Danville	Food Service
Bagel Box	480 SAN RAMON VALLEY Blvd K	Danville	Food Service
Bagel Street Café	3422 CAMINO TASSAJARA	Danville	Food Service
Bagel Street Café	316 W SYCAMORE VALLEY Road	Danville	Food Service
Basil Leaf Cafe	501 HARTZ Ave	Danville	Food Service
Baskin Robbins Ice Cream	9000 CROW CANYON Road M	Danville	Food Service
Baskin Robbins Ice Cream #2044	301 HARTZ Ave 100	Danville	Food Service
Big Apple Bagels	9000 CROW CANYON Road C	Danville	Food Service
BlowFish	101 TOWN & COUNTRY Drive C	Danville	Food Service
Brandy Ho's Hunan	9000 CROW CANYON Road H	Danville	Food Service
Bridge's Restaurant	44 CHURCH Street	Danville	Food Service
Burger King	444 FRONT Street	Danville	Food Service
Cafe Meyers	3468 CAMINO TASSAJARA B9	Danville	Food Service
Casa Gourmet Burrito	21 RAILROAD Ave	Danville	Food Service
China Bistro	426 DIABLO Road	Danville	Food Service
China Paradise	531 HARTZ Ave	Danville	Food Service
China Paradise	3446 CAMINO TASSAJARA	Danville	Food Service
Chow	445 RAILROAD Ave	Danville	Food Service
Christy's Donuts	436 DIABLO Road	Danville	Food Service
Christy's Donuts	9000 CROW CANYON Road B	Danville	Food Service
COLDSTONE CREAMERY	412 W SYCAMORE VALLEY Road	Danville	Food Service
Country Waffles	428 RAILROAD Ave B	Danville	Food Service
Danville Bowl Snack Bar	200 BOONE Court	Danville	Food Service
Danville Grange Hall # 85	743 DIABLO Road	Danville	Food Service
Danville Old Town Bakery	221 HARTZ Ave	Danville	Food Service
Denny's #6698	807 CAMINO RAMON	Danville	Food Service

Potential Facilities List FY 10/11 Page 2 of 4

Domenico's Delicatessin	682 HARTZ Ave	Danville	Food Service
Domenico's Gelateria Café	684 HARTZ Ave	Danville	Food Service
Domino's Pizza	504 SAN RAMON VALLEY Blvd	Danville	Food Service
El Nido	107 TOWN & COUNTRY Drive A	Danville	Food Service
Esin Restaurant & Bar	750 CAMINO RAMON	Danville	Food Service
Father Nature's	172 E PROSPECT Ave	Danville	Food Service
Faz	600 HARTZ Ave	Danville	Food Service
Forbes Mills Steakhouse	200 W SYCAMORE VALLEY Road	Danville	Food Service
Foster's Freeze	180 HARTZ Ave	Danville	Food Service
Gagnons Catering & Rentals	569 SAN RAMON VALLEY Blvd	Danville	Food Service
Garlex Pizza	9000 CROW CANYON Road P	Danville	Food Service
Great Impasta, The	318 W SYCAMORE VALLEY Road	Danville	Food Service
High Tech Burrito	3452 CAMINO TASSAJARA	Danville	Food Service
Juice Zone	11000 CROW CANYON Road D	Danville	Food Service
Kane Sushi	125 HARTZ Ave	Danville	Food Service
Kinder's	105 TOWN & COUNTRY Drive G	Danville	Food Service
Koji's Sushi	480 SAN RAMON VALLEY Blvd E	Danville	Food Service
La Ultima New Mexico Food	455 HARTZ Ave	Danville	Food Service
Leo's Chinese	105 TOWN & COUNTRY Drive C-D	Danville	Food Service
Los Panchos	480 SAN RAMON VALLEY	Danville	Food Service
Lotsa Pasta	171 HARTZ Ave	Danville	Food Service
Luna Loca	500 SYCAMORE VALLEY Road F	Danville	Food Service
Mangia Mi	406 HARTZ Ave	Danville	Food Service
Marcello's of Danville Inc.	515 SAN RAMON VALLEY Blvd	Danville	Food Service
Maria Maria	710 CAMINO RAMON	Danville	Food Service
McDonald's	10000 CROW CANYON Road	Danville	Food Service
Meenar Inc.	349 HARTZ Ave	Danville	Food Service
Mountain Mike's Pizza	130 HARTZ Ave	Danville	Food Service
Norm's Place	356 HARTZ Ave	Danville	Food Service
Panda Express	495 SAN RAMON VALLEY Blvd	Danville	Food Service
Pascal French Oven	155 RAILROAD Ave B	Danville	Food Service
Pasta Gondola & Pizza Machine	664 SAN RAMON VALLEY Blvd	Danville	Food Service
Patrick Davids Cafe	416 W SYCAMORE VALLEY Road	Danville	Food Service
Peet's Coffee & Tea	435 RAILROAD Ave	Danville	Food Service
Pete's Brass Rail	201 HARTZ Ave A	Danville	Food Service
Piatti Ristorante	100 W SYCAMORE VALLEY Road	Danville	Food Service
Poly Roly Sandwiches	35 RAILROAD Ave	Danville	Food Service
Primo's Pizza & Pasta, Inc.	298 HARTZ Ave	Danville	Food Service
Quiznos	190 HARTZ Ave	Danville	Food Service
Rising Loafer Café & Bakery	340 HARTZ Ave	Danville	Food Service
Round Table Pizza	105 TOWN & COUNTRY Drive A	Danville	Food Service
Similan Thai Cuisine	9000 CROW CANYON Road	Danville	Food Service
Starbucks Coffee #634	11000 CROW CANYON Road E	Danville	Food Service
Starbucks Coffee #668	398 HARTZ Ave	Danville	Food Service
Strizzis Restaurant	3456 CAMINO TASSAJARA	Danville	Food Service
Subway Sandwiches #12105	9000 CROW CANYON Road A	Danville	Food Service
Subway Sandwiches & Salads #7147	125 RAILROAD Ave	Danville	Food Service
Sushi Bar Hana	301 HARTZ Ave 106	Danville	Food Service
Sushi Yokohama	558 SAN RAMON VALLEY Blvd	Danville	Food Service
Taco Bell Express #16304	420 DIABLO Road	Danville	Food Service
Thai House	254 ROSE Street	Danville	Food Service
That Bar	148 E PROSPECT Street	Danville	Food Service

The 202 Grill	202 W SYCAMORE VALLEY Road	Danville	Food Service
The Dog	110 HARTZ Ave	Danville	Food Service
The New Valley Medlyn's	330 HARTZ Ave	Danville	Food Service
The Peasant and the Pear	267 HARTZ Ave	Danville	Food Service
Togo's Eatery	3454 CAMINO TASSAJARA	Danville	Food Service
Tower Grille	301 HARTZ Ave	Danville	Food Service
Tutti Fruti	37 RAILROAD Ave	Danville	Food Service
Uncle Wong's Restaurant	150 HARTZ Ave	Danville	Food Service
Uptown Café	327 HARTZ Ave	Danville	Food Service
Veteran Building	400 HARTZ Ave	Danville	Food Service
Wizzbang2 Burgers	35 RAILROAD Ave	Danville	Food Service
Yogurt Shack	290 HARTZ Ave	Danville	Food Service
Yuki of Tokyo	200 HARTZ Ave E	Danville	Food Service
Z Pizza	95 RAILROAD Ave	Danville	Food Service
Blackhawk Shell Service Station/Carwash	7777 CROW CANYON Road	Danville	Gas Station
Camino Ramon Shell	811 CAMINO RAMON	Danville	Gas Station
Chevron #97578	145 HARTZ Ave	Danville	Gas Station
Chevron Station #92075	8000 CROW CANYON Road	Danville	Gas Station
Danville 76	744 SAN RAMON VALLEY Blvd	Danville	Gas Station
Danville Valero	736 SAN RAMON VALLEY Blvd	Danville	Gas Station
Diablo Gas & Mart	198 DIABLO Road	Danville	Gas Station
Crow Canyon Country Club	711 SILVER LAKE Drive	Danville	Golf Course
Bibi Bazaar	251 HARTZ Ave	Danville	Grocery Store
Draeger's Market	4100 BLACKHAWK PLAZA Circle	Danville	Grocery Store
Lucky supermarket	660 SAN RAMON VALLEY Blvd	Danville	Grocery Store
Lunardi's Market	345 RAILROAD Ave	Danville	Grocery Store
Safeway Store #1211	3496 CAMINO TASSAJARA	Danville	Grocery Store
Trader Joe's #65	85 RAILROAD Ave	Danville	Grocery Store
Health (20)	790 SAN RAMON VALLEY Blvd #150	Danville	Healthcare
Danville Sycamore Inn	803 CAMINO RAMON	Danville	Hotel
Danville Materials	3420 FOSTORIA Way A200	Danville	Manufacturing
Danville Wine & Liquor	177 HARTZ Ave	Danville	Mini-Market
Navlet's Garden Center	800 CAMINO RAMON	Danville	Nursery
Sloat Garden Center	828 DIABLO Road	Danville	Nursery
Sunset Color	1435 SAN RAMON VALLEY Blvd	Danville	Nursery
Tassajara Nursery	2550 CAMINO TASSAJARA	Danville	Nursery
Aerotest Operations, Inc.	3455 FOSTORIA Way	Danville	Permitted IU
PG&E San Ramon Technology Center	3400 CROW CANYON Road	Danville	Permitted IU
Green Valley Pool	1515 GREEN VALLEY Road	Danville	Pool
Asset Management Group	440 SYCAMORE VALLEY Road B	Danville	Property Mngt
CJM Property Management	9000 CROW CANYON Road	Danville	Property Mngt
Laurence D. Sherman	2420 CAMINO TASSAJARA	Danville	Property Mngt
Tassajara Crossing Shopping Center	3400 CAMINO TASSAJARA Road	Danville	Property Mngt
Town & Country Shopping Center	105 TOWN & COUNTRY Drive	Danville	Property Mngt
Benjamin Moore Paints	688 SAN RAMON VALLEY Blvd	Danville	Retail
Costco Wholesale #21	3150 FOSTORIA Parkway	Danville	Retail
CVS Pharmacy	650 SAN RAMON VALLEY Blvd	Danville	Retail
Kevin Milligan Gallery	408 HARTZ Ave	Danville	Retail
Pet Food Express	609 SAN RAMON VALLEY Blvd	Danville	Retail
Walgreens	611 SAN RAMON VALLEY	Danville	Retail
Walgreens	480 DIABLO ROAD	Danville	Retail
Athenian School	2100 MT DIABLO SCENIC Blvd	Danville	School/College

KinderCare Learning Center	730 SAN RAMON VALLEY Blvd	Danville	School/College
Auto Care of Danville, Inc.	195 HARTZ Ave	Danville	Vehicle Service
Big O Tires #73	155 W LINDA MESA Ave	Danville	Vehicle Service
Danville Automotive & Tire	535 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
Danville Olde Towne Station	1 BOONE Court	Danville	Vehicle Service
Danville Service Center	152 W LINDA MESA Ave	Danville	Vehicle Service
Diamond Sharp Equipment Center	33 FRONT Street	Danville	Vehicle Service
Discount Smog Check Centers	198 DIABLO Road	Danville	Vehicle Service
E & E automotive	198 DIABLO Ave	Danville	Vehicle Service
Jiffy Lube	530 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
Rosebery Car Care	400 DIABLO Road	Danville	Vehicle Service
Tassajara Tune Up	3600 CAMINO TASSAJARA	Danville	Vehicle Service

Facilities Scheduled for Inspection FY 10/11 Page 1 of 1

Name	Address	Stormwater City	Program Category
Barrington Court Memory Care	400 W EL PINTADO	Danville	Assisted Living
Health (20)	790 SAN RAMON VALLEY Blvd #150	Danville	Healthcare
Tassajara Tune Up	3600 CAMINO TASSAJARA	Danville	Vehicle Service
Wizzbang2 Burgers	35 RAILROAD Ave	Danville	Food Service
Walgreens	480 DIABLO ROAD	Danville	Retail
Atol Spanish Food	121 HARTZ Ave	Danville	Food Service
Benjamin Moore Paints	688 SAN RAMON VALLEY Blvd	Danville	Retail
Brandy Ho's Hunan	9000 CROW CANYON Road H	Danville	Food Service
CVS Pharmacy	650 SAN RAMON VALLEY Blvd	Danville	Retail
Mangia Mi	406 HARTZ Ave	Danville	Food Service
Maria Maria	710 CAMINO RAMON	Danville	Food Service
Navlet's Garden Center	800 CAMINO RAMON	Danville	Nursery
St. Isidores School Kitchen	435 LA GONDA Way	Danville	Education
That Bar	148 E PROSPECT Street	Danville	Food Service
Walgreens	611 SAN RAMON VALLEY	Danville	Retail
Starbucks Coffee #668	398 HARTZ Ave	Danville	Food Service
Pascal French Oven	155 RAILROAD Ave B	Danville	Food Service
Peet's Coffee & Tea	435 RAILROAD Ave	Danville	Food Service
Starbucks Coffee #634	11000 CROW CANYON Road E	Danville	Food Service
Meenar Inc.	349 HARTZ Ave	Danville	Food Service
Bagel Street Café	3422 CAMINO TASSAJARA	Danville	Food Service
Cafe Meyers	3468 CAMINO TASSAJARA B9	Danville	Food Service
COLDSTONE CREAMERY	412 W SYCAMORE VALLEY Road	Danville	Food Service
Strizzis Restaurant	3456 CAMINO TASSAJARA	Danville	Food Service
Faz	600 HARTZ Ave	Danville	Food Service
Danville Materials	3420 FOSTORIA Way A200	Danville	Manufacturing
Tassajara Nursery	2550 CAMINO TASSAJARA	Danville	Nursery
Sunset Color	1435 SAN RAMON VALLEY Blvd	Danville	Nursery
Subtotal: 28			
Enforcement Reinspections			
B-Line Cleaners	120 HARTZ Ave	Danville	Dry Cleaner
Burger King	444 FRONT Street	Danville	Food Service
Danville Automotive & Tire	535 SAN RAMON VALLEY Blvd	Danville	Vehicle Service
McDonald's	10000 CROW CANYON Road	Danville	Food Service
Norm's Place	356 HARTZ Ave	Danville	Food Service
Symmons Body & Fender Inc	509 SAN RAMON VALLEY Blvd	Danville	Body Shop
Subtotal: 6			
Aerotest Operations, Inc.	3455 FOSTORIA Way	Danville	Permitted IU
PG&E San Ramon Technology Center	3400 CROW CANYON Road	Danville	Permitted IU
Subtotal: 2			

Annual Target: 36

**Town of Danville
Emergency & Environmental Management
Phone Numbers**

Local/County/Regional Governmental Contacts

Stormwater Contact: Chris McCann (925) 314-3342 (Direct); if no answer, call Receptionist at (925) 314-3340 or Don Stanley (Alternate) at (925) 314-3353

Maintenance Dept.: Jed Johnson (925) 314-3419 (Direct), (925) 575-6070 (Cell), (925) 314-3412 (Receptionist)
After Hours: (925) 575-6038 (Standby)

Local Police Department: (925) 314-3410 (Office)
(925) 820-2144 (Dispatch 24-Hour. Non-emergency)

Adjacent City Contact: San Ramon
Engineer: Steven Spedowski (925) 973-2653
Alternate: Maria Robinson (925) 973-2689
SR Receptionist: (925) 973-2670

Local Fire District: (925) 838-6600 (Admin Office)
(925) 838-6691 (Emergency Dispatch)
(925) 838-6640 (Non-emergency Dispatch)

Unincorporated County:
Main Number: (925) 313-2000, or
Charmaine Bernard: (925) 313-2236
After Hours: Call HazMat or 911

CCC HazMat 24-Hour Emergency: (925) 646-1112
Office: (925) 646-2286

Sheriff's Communications Center: (925) 646-2441

Wastewater Agency: Contra Costa Central Sanitary
District (925) 228-9500 (Main Number)
After Hours: (925) 933-0955 (24-Hour Dispatch)

East Bay Regional Park District – Fire District
Emergency 24-Hour Line: (510) 881-1121

CCC Environmental Health Services
(Ground Water & Sewage):
(925) 646-5225, 7:30 am – 4:30 pm Weekdays

East Bay Regional Water Quality Control Board:
(510) 622-2300

CCCSD HazWaste/Recycling Facility:
Martinez: (800) 646-1431

Recycling Hazardous Materials for Toxic
Substances in CCC: (800) 750-4096

East Bay Municipal Utility District: (866) 403-2683

State & Federal Agencies

CA Highway Patrol: (925) 646-4980

San Francisco Bay Regional Water Quality
Control Board: (510) 622-2300

Office of Emergency Services Spill Line:
(800) 852-7550

Dept. Fish & Game – 24-Hour Dispatch During
Incident: (831) 649-2801

CAL EPA – Dept. of Toxic Substances Control
(Region 2): (510) 540-3856

CAL Occupational Safety and Health
Administration: (925) 602-6517

Miscellaneous

Clean Up Contractors:

Evergreen Environmental: (800) 972- 5284

Water Testing Companies:

Aqua Science-Danville
(M-F – 8:00 am -5:00 pm): (925) 820-9391

Laboratory:

Nachtmann Analytical Laboratory: (530) 758-5850

KIDS for the BAY

Storm Drain Marker Installation Project

November 11, 2009

On Wednesday, November 11, 2009, KIDS for the BAY Instructor Krista Mendelsohn visited St. Timothy's Episcopal Church – Kids Core (youth group) in Danville to lead a storm drain marker installation project. Eighteen students and three adults participated in the event. Ms. Mendelsohn first gave an introduction about watersheds, the storm drain system and urban runoff pollution using posters and photo handouts. Then she explained to the students that they would be installing eight storm drain markers in the neighborhood around the school to help prevent pollution from reaching the local creek. Four teams were required for the project: one team to clean the sidewalk around the storm drain and the drain itself, one team to apply the adhesive and attach the marker to the sidewalk, one team to tape a 'Do Not Disturb' sign next to the marker, and one team to distribute door hangers to nearby homes explaining the newly installed markers and information about storm drain pollution.

Before leaving the church, all 18 students helped make door hangers and 'Do Not Disturb' signs. We divided into four groups, and walked around the neighborhood together. Students rotated through all four groups, so that each student had a chance to perform each job. Seven storm drain markers were successfully installed. The eighth storm drain was cleaned, but the sidewalk was inaccessible to storm drain install a marker due to an overgrowth of roadside bushes.

After returning to the church, students shared their thoughts and reflections from the project. One student, Charlotte, explained, "This project is really great. I'm glad we are keeping the creek clean." Another student named Ben added, "This project was so fun!" Associate for Family Ministry, Lori Robinson, who helped coordinate the event, shared, "Thank you so much for helping facilitate this project. The students thought of this idea on their own, and we were so thrilled to find KIDS for the BAY that could help us complete their vision! Our Kids Core projects focus on the United Nations Millennium Project Eight Major Goals. Goal Number Seven is 'Ensure Environmental Sustainability', so this project was perfect for us and for completing our goals."

The mother of student Charlotte was a chaperone during the project, and she added, "Thank you for teaching the students this information. I learned something new too! It was great to see them so excited to help the environment."

KIDS for the BAY
Watershed Action Program
Town of Danville
Final Report – July 2010

KIDS for the BAY (KftB) successfully provided the Watershed Action Program to sixteen third, fourth, and fifth grade classes throughout Contra Costa County in the 2009-10 school year, reaching 426 students and sixteen teachers. The program is now complete and we are pleased to report that teachers, students and families learned about their local watershed and were inspired to take action to improve the health of their watershed in their local communities.

In the Town of Danville, two teachers and sixty students participated in the Watershed Action Program (WAP) this school year. Cindy Erhart's and Kelsey Donovan's fourth grade classes at Sycamore Valley Elementary School completed five classroom lessons, service learning action projects and a field trip to nearby local Sycamore Creek.

In this report you will find highlights from the final classroom lessons, action project and field trip through written descriptions, quotes from teacher, student and family participants, photographs, samples of student work and teacher evaluations. This report also gives highlights from the Watershed Action Follow-Up Program for teachers who completed their second year of the program, and an overview of the Academic Credit Program. Please refer to the March 2010 Progress Report for details on the classroom lessons completed earlier this year.

Classroom Lesson Highlights

Highlights from Lessons One and Two were submitted in the March 2010 Progress Report.

Food Chains in the Bay

In Lessons Three and Four of the WAP, students explored food chains which occur in the San Francisco Bay, learned the effects of pollution on food chains and investigated real organisms from two bay food chains. Students participated in a food chain game activity, in which they played the roles of organisms in a food chain, including anchovies, salmon and humans, and visualized how pollutants moved through and biomagnified in the food chain. After the game, KftB Instructor Jonah Landor-Yamagata asked the class to review what they learned. "Fish eat the polluted plankton then people eat the fish and can get sick," explained a student named Gus.

Students were also excited to investigate real bay organisms, including seaweed, Dungeness crabs and striped bass. The classes were engaged during the investigation, and discovered many new things. "I found out that male crabs have triangle-shaped tails, and female crabs have U-shaped tails," shared a student named Ariel. Ms. Erhart was impressed with the level of learning that occurred when students were studying the organisms. "It is so great to see my students doing hands-on activities. We don't get to do these kinds of activities very much," she explained, while students completed worksheets about the organisms. After the lesson, Ms. Donovan shared, "Studying the bay animals was a highlight for the students because they were able to see the organisms that are directly affected by our actions in the watershed."

Water Conservation

During the fourth classroom lesson students also learned about the importance of conserving fresh water and came up with many different ways to do so. A student named Morgan suggested, “We could plant plants in our yard that don’t need much water.” Ms. Donovan added that keeping the available fresh water clean is especially important because if it gets polluted then people would have even less to use.

Students were able to practice conserving fresh water at home by completing a water conservation log, which measured individual water usage for one day. Ms. Donovan reported that most families expressed their joy in seeing their children concerned with the family water usage and keeping the local watershed healthy. One student in particular, who has eight brothers, took her water conservation assignment to the next level. Her parents reported that all of the siblings are now on a timed shower schedule, which was set up by their daughter, in order to reduce the family’s water consumption. “I am overjoyed to know that this program has not only been something that the children do in school, but something which they bring home and share with their parents and siblings,” explained Ms. Donovan.

Environmental Justice

Environmental justice is an important concept covered in the WAP. In Lesson Five, Mr. Landor-Yamagata asked both classes if they thought everyone deserved to live in a clean and healthy environment. The students unanimously agreed in the affirmative, but were shocked to learn that over 250 toxic sites exist nearby in Richmond during a map study of toxic sites in the Bay Area. “That’s a whole lot of pollution,” said a student named Matt. The classes were especially concerned because their “buddy” school, King Elementary, is located in Richmond. “I hope that they can live in a clean environment, too,” said Morgan, a student in Ms. Erhart’s class. Mr. Landor-Yamagata reminded the students that even if their nearby environment in Danville is healthy, they can still help to make sure that other places are too.

The classes discussed how Henry Clark, one of the environmental justice leaders that the students learned about, works to keep pollution out of the community of North Richmond. Students were interested and inspired to learn about the many environmental justice leaders who took action in their communities to create a healthier environment. “How have you been environmental justice leaders in your communities?” asked Mr. Landor-Yamagata. “We cleaned up the neighborhood and talked to our families about pollution,” responded Brittney, a student in Ms. Donovan’s class.

Action Project Highlights

Action projects are an integral component of the Watershed Action Program, and provide students the important opportunity to 1) use the knowledge they have gained during the program and 2) take action and educate others on how to help their local watershed. KftB Instructors work with teachers and students to choose action projects. This helps to ensure that students take ownership of their work and that projects are appropriate for the school’s location and the community’s environmental needs.

Informational Brochures

For their action project, Ms. Donovan's and Ms. Erhart's classes elected to create a school-wide informational brochure about pollution. The classes chose a brochure as a way to motivate and teach other students at the school about how pollution affects their local watershed and, ultimately, the San Francisco Bay and Pacific Ocean. The students worked in small groups to write detailed paragraphs explaining different concepts they learned during the WAP. The groups then drew pictures that illustrated the paragraph, and voted on which paragraphs and pictures to add to the final brochure. The final document was distributed to all the teachers, students and their families at Sycamore Valley Elementary. Ms. Donovan was glad that the project reached so many of the students and families at the school. "Our community is full of busy families who are not always conscious when it comes to conserving and preserving our environment and watershed. This action project will help to influence them and educate them about what they can do to help our neighborhoods," she explained. The teachers will also display the brochure on the school's website.

Both Ms. Erhart and Ms. Donovan noted how important it was for the students to be actively involved in the process of creating and implementing their action project. While reflecting on the experience, Ms. Donovan wrote in her evaluation, "The value of this action project to my students was the ownership that they took over it. I really think it forced them to think critically about the concepts they had worked with and allowed us to do our part in informing the community about the information that we learned. Next year when I implement the next action project, I intend on allowing the students to be even more involved in the process. They take more ownership over the project when they come up with it themselves."

Field Trip Highlights

The field trips are an important culminating component to the Watershed Action Program. After students have learned about their local watershed, they visit a creek, bay or delta habitat that is close to the school community. This helps students understand that the waterways in their local watershed are close by and linked to their own school and homes. Each field trip is tailored to meet the needs of the class and location, and provides an opportunity for students to explore and appreciate nature.

Using scientific equipment, students investigate and identify aquatic invertebrates and study native plants, birds and other wildlife. Students also use specifically designed field journals to record their observations and reflections.

Sycamore Creek

In April, Ms. Donovan's and Ms. Erhart's classes took a field trip to Sycamore Creek, located a short walk away from Sycamore Valley Elementary, to investigate their local creek habitat. Upon arriving at the creek, Mr. Landor-Yamagata led an introduction to the site and an overview of the day's activities. He also introduced KftB Instructor Chanthay An, who led two of the activities during the field trip.

One highlight from the field trip was a water quality investigation. Students were eager to assist with the steps involved in collecting and chemically testing Sycamore Creek water for pH, temperature, turbidity and dissolved oxygen. Additionally, they completed a sensory-based creek survey. After the tests, students recorded the results in their journals and discussed their findings. The students were excited to discover that Sycamore Creek was very healthy. "There is a lot of dissolved oxygen in the creek, and that means that a lot of different animals can live there," explained a student named Mia. Another student, James, added, "Fish and other things that live in the water need oxygen in order to breathe, so this is a good creek for them to live in." One student, John, wondered if pollution affected the amount of oxygen in the water. Mr. Landor-Yamagata explained that some types of pollution do affect the dissolved oxygen levels, while other types do not.

Another highlight of the field trip was the bird observation activity, led by Ms. An. The classes used binoculars and identification guides to identify birds and record their behaviors in their journals. Students quickly became avid ornithologists, and spotted two red tailed hawks, a great egret, sparrows, scrub jays and mallard ducks. "Wow, I can't believe we saw so many birds!" exclaimed one student, Macayde. Ms. Erhart's and Ms. Donovan's classes marveled at the plethora of birds near their local creek. A parent also commented, "I live so close to this site, but never knew there was so much to explore. I realize that when you live near a place, you can really take it for granted." Students also identified and studied native plants growing alongside the creek.

Ms. An was especially impressed by the enthusiasm that the classes had for learning about their local watershed and the organisms within it. "The students were so focused on searching for birds with their binoculars," she said. Ms. Erhart was very excited about the field trip. "This is so wonderful!" she said, as the students sat on a bridge above the creek creating nature-inspired pastel drawings as the closing activity. Ms. Donovan appreciated how relevant the field trip was for the students, as their school was just blocks from the field trip site. "I believe one of the most valuable parts of this trip was the fact that the class actually got to see the creek itself. Most of the students had never seen where the water run-off actually goes. Next year I plan on taking the same trip to the creek and taking part in the same activities," she shared.

Follow-Up Program

The fourth grade teachers at John Baldwin Elementary School received training on the Watershed Action Program in their classrooms during the 2007-08 and 2008-09 school years. During their second year of participation in the program, Nancy Allin and Stacey Peterson received an equipment kit and support from KftB Instructors and have successfully continued teaching the program to each new class of students. Unfortunately, Ruth Nichols and Jennifer Cobain were not able to teach the program this year because Ms. Nichols moved to a different school and Ms. Cobain was out most of the year on maternity leave. KftB Instructors will continue to stay in contact with the teachers at John Baldwin Elementary to help maintain the presence of the WAP in all fourth grade classes.

Academic Credit Program

This year two teachers in Contra Costa County participated in our Academic Credit Program, through a partnership between KIDS for the BAY and California State University East Bay (CSUEB). Kelsey Donovan from Sycamore Valley Elementary completed an extra lesson and written assignments in order to receive four units of professional level academic credit. She is looking forward to teaching the WAP next year, especially after observing Mr. Landor-Yamagata lead the program during this school year. In her evaluation, Ms. Donovan wrote, "After witnessing the instructor teaching many of the lessons, and getting to teach some of them myself, I am very confident that I will be able to teach this program on my own next year. A key element of the program that makes me feel prepared to teach the lessons on my own is the provided binder of lesson layouts and sample documents." Additionally, Ms. Donovan shared, "This program has helped me to become a better teacher by opening my eyes to new ways to incorporate science concepts in the classroom. I also realized how excited students are to make a positive contribution to their environment. The student feedback was extremely positive, along with the affirmative feedback of their parents."

**KIDS for the BAY
Watershed Action Program
2009-10 School Year**

Lesson Three: Watershed Environmental Health and Food Chains



During the Food Chain Game these “anchovies” at Sycamore Valley Elementary School in Danville, above, collected plastic rings that represented polluted and unpolluted plankton.



The “anchovies” were “eaten” by “salmon”, which were then “eaten” by “people”. After the game, the “people” showed their classmates how many pollutants ended up in their bodies by eating polluted “salmon”. The Food Chain Game helped students visualize how pollution travels through a food chain and how it accumulates in top predators.



Next, students worked in groups to investigate striped bass and Dungeness crabs. The classes used worksheets to learn the anatomy and discuss different adaptations of Dungeness crabs and striped bass.



After the investigation, students took detailed notes and drew scientific pictures of the bay animals.

Lesson Five: Environmental Justice Movement and Taking Action



In the final classroom lesson, students learned more about the environmental justice movement, and created a class collage of healthy and unhealthy environmental factors.



Students also read about local, national and international environmental justice leaders. This group of students in Ms. Donovan's class presented information to their classmates about their environmental justice leader, Renee Morrison, and her work in Oakland, California.

Field Trip: Sycamore Creek



Both classes took field trips to Sycamore Creek, located a short walk from Sycamore Valley Elementary. Highlights of the trips included a native plant walk and investigation, bird studies with binoculars, water quality testing of the creek water and creating nature-inspired drawings using oil pastels.

Name of student: Abby Leeds Name of family member: Tracy Leeds

(Mom) Lee
Leeds

KIDS for the BAY Watershed Pollution Interview

Introduction: Ask a member of your family to sit down and talk with you about something important you have been learning in school. Eur

Show your family member the picture on the back of this sheet. Explain what the picture shows. Let your family member know that you will be writing down their answers to some questions you are about to ask them.

1. What is a storm drain?
It collects rain water and other water from sprinklers and this goes down the drain and travels

2. Where does water from the storm drain go? Does storm drain water get cleaned?
It goes to the bay or ocean. Doesn't think it gets cleaned. or
oce

3. What is the difference between the storm drain system and the sewer system?
Storm drains collect water from the street and outside homes. Sewers take away waste and water from toilets, showers, and dishwashers.

4. What types of pollution could get into the storm drain? Please list three.

- a) motor oil
- b) Soap
- c) trash

5. How can you stop these types of pollution getting into the storm drains?

- a) don't rinse your driveway off
- b) wash your car
- c) pick up trash

6. Why is this important?
The pollution could harm animal plant life in the bay and ocean.

7. Make a pledge with your family member to prevent pollution from getting into storm drains. Write your pledge below.
We pledge to keep polluted water from going down the storm drain near our house.

Parent/Guardian Signature: Tracy Leeds

Thank your family member for talking with you.

Name

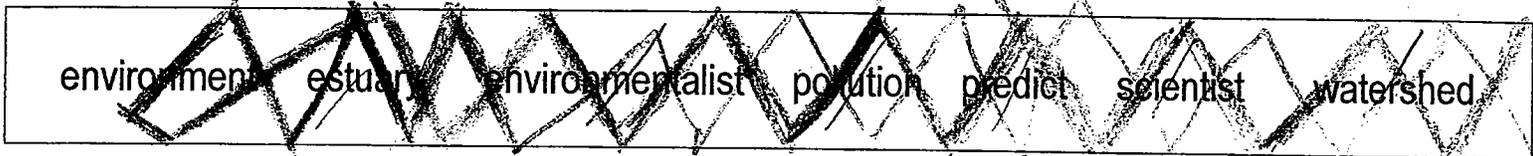
Khan Adams

Date

10/17/09

Kids for the Bay: Our Watershed

Match each word in the word box with the correct definition.



Watershed	an area of land that water flows over or through on its way to a river, creek, bay or ocean
Scientist	a person who uses observation, experimentation and theory to learn about a subject.
environment	the surroundings in which a person, animal, or plant lives
estuary	a partially enclosed body of water where salt water and fresh water mix
predict	to tell about something in advance of its occurrence by means of special knowledge or inference
environmentalist	a person concerned with the protection and preservation of the environment
pollution	things that harm the environment

Based on the words what do you think we will be learning about in this lesson?

I think will be learning about our environment. The pollution in our bay.

Is there anything you wonder about related to these words? ^{how many}

I wonder if we could learn ^{how many} ponds/gallons of pollution that get in the bay in a day?

NAME: Zionia 14

KIDS for the BAY

BAY ANIMAL INVESTIGATION

1. What is your Bay animal?

My Bay animal is a ~~dueno~~ dungeness crab

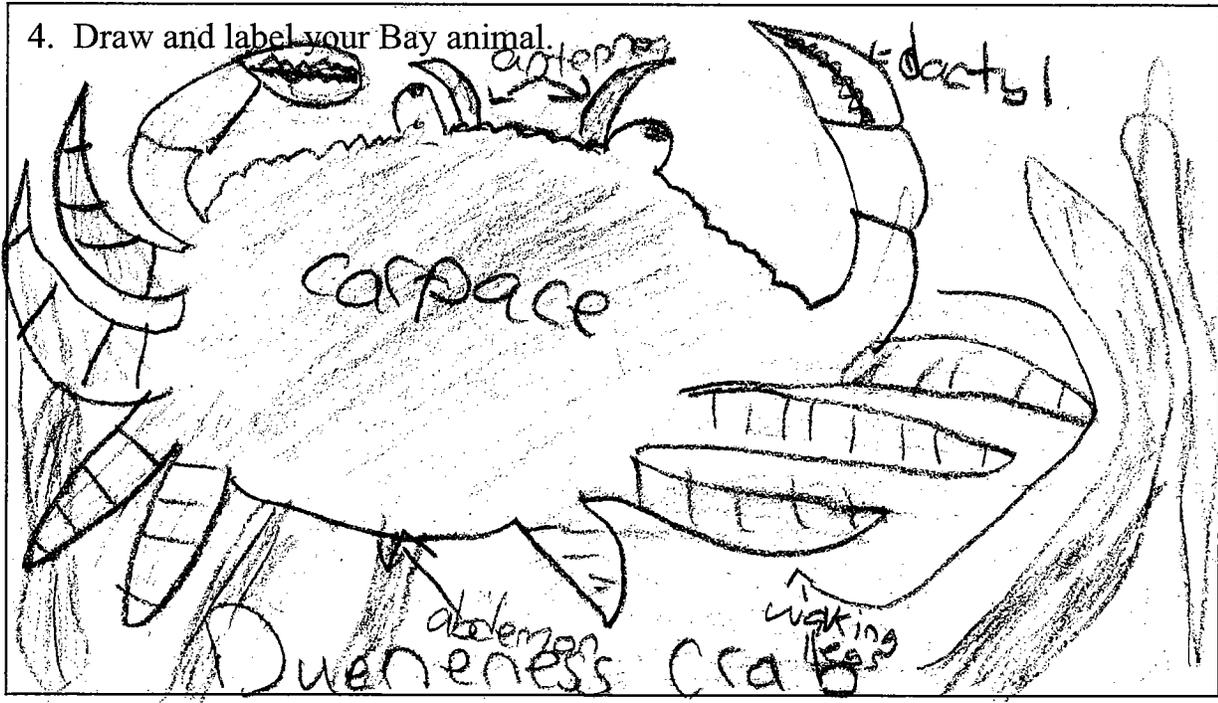
2. Write a food chain including your animal (for example: plankton → clam → gull)

Sea weed - crab - gull

3. Describe your Bay animal (color, size, texture, smell, how it moves, anything else interesting)

My bay animal is orange, 8 to 10 inches, bumpy skin, smells salty, and it also has 8 legs, 1 antenna, 1 abdomen, eyes, and it doesn't have teeth

4. Draw and label your Bay animal.



KIDS for the BAY

Watershed Action Program

School: Sycamore

Date: 6/11/10

Teacher's Name: Cindy Erhart KftB Program Director: Yamagata

Classroom Workshop Experience

1 The classroom workshop component has taught my students and I so many things. It was a wake up call on how much that our everyday actions affect the health and cleanliness of our creeks and our bay. The training that was provided by our Kids for the Bay instructor has inspired me, and has given me many ideas and skills, which I can implement for years to come. I was also shown many examples of models, which can demonstrate the watershed process that are possible for me to use within my classroom walls. I also got some ideas for working on vocabulary with the students. The visual aide models are a great way to teach vocabulary.

2 After witnessing the instructor teaching many of the lessons, and getting to teach some of them myself, I am very confident that I will be able to teach this program on my own next year. A key element of the program that makes me feel prepared to teach the lessons on my own is the provided binder of lesson layouts and sample documents. When I teach this unit next year I plan on doing it as close to the way it was done as possible. I am worried about getting my hands on organism samples for the class to view, thus I might need some support or information from the program. I am feeling ready in all other components of the unit.

Overall Program Experience

My overall experience with the Watershed Action Program was very positive. I think the program is a great way to get teachers and students involved in helping the community and environment around them. I found my students making cross-curricular connections with the unit. They were so excited about the program they took any opportunity to pull in information they had gathered. As a class we also decided to make a pledge to our principal, to keep the outside of our classroom clean, and keep the grass growing, "Green and Growing Pledge".

The additional lesson that I taught to my students was about the affects of hydraulic mining on the watershed in old gold country. As a class we traveled to Malakoff Diggins State park, which is the largest site of hydraulic mining in California (in 1851). I worked with small groups of students to see the Diggins themselves, (rock that is left after the water damage). I had the kids do some investigating themselves on the effects of this type of man-inflicted disturbance on the watershed and organisms that live there. At the end of the hiking day we had a share out where kids were able to discuss their findings and opinions about the system of mining.

This program has helped me to become a better teacher by opening my eyes to new ways to incorporate science concepts in the classroom. I also realized how excited the students are to make a positive contribution to their environment. The student feedback was extremely positive, along with the affirmative feedback of their parents. Most families expressed their joy in seeing their child concerned with the family water use and their child interest in recycling and keeping organisms healthy. One of the students has 8 brothers. He parents reported back that they are all on a timed shower schedule (which was set up by their daughter/my student), in order to conserve the water use of their family. I am overjoyed to know that this program has not only been something that the children do in school, but something which they bring home and share with their parents and siblings.

KIDS for the BAY

Watershed Action Program Action Project, Fieldtrip, & Overall Evaluation

School: Sycamore Date: 6/1/10
Teacher's Name: Erhart
DONOVAN KftB Program Instructor: Yamagata
Fieldtrip Site: Sycamore Creek
Action Project(s): Schoolwide Information Pamphlet

Action Project Evaluation

Action Project Experience

The action project that my class selected was a school-wide informative brochure. The kids voted on a way that we could motivate and teach the other students at the school about how our pollution and litter affects our watershed and ultimately our bay. The kids worked in small groups to write a detailed paragraph, which explains different concepts, which were learned throughout the program. Then the class drew pictures to incorporate, which were voted on, and chosen to add to the final pamphlets. The final document will go out to all the students, teachers and families in the school. It will also be accessible on our school website. Our community is full of working families who are not always conscious when it comes to conserving and preserving our environment and watershed. This action project will hopefully help to influence them and educate them in what they can do to help our neighborhoods.

The value of this action project to my students was the ownership that they took over it. I really think it forced them to think critically about the concepts they had worked with and allowed us to do our part in informing the community of the information. Next year when I implement the next action project I intend on allowing the students to be a part of the process. I really think that they take more ownership over it when they come up with it themselves.

Fieldtrip Evaluation

Field Trip Experience

Our field trip was to the Sycamore Creek. We walked to the creek from our school campus. The students began the day with binoculars that they used to view birds, which live in our community. I realized how important the having the right tools and supplies might be for a unit like this one. Then the students were able to walk down to the creek and take some water samples. I believe the most valuable part of this trip was the fact that the class actually got to see the creek itself. Most of the students had never seen where the water run off actually goes. We were able to see the organisms that called the creek home and the kids were able to see how clean/dirty the water was. Next year, I plan on taking the same trip to the creek and taking part in the same activities. I am concerned that I might not be able to have access to the supplies needed to go through all the activities. My hope is that I can continue to work with the program to borrow and use materials needed to live out these amazing and beneficial activities.

3. Please suggest any improvements to the fieldtrip component of the Watershed Action Program.

Please recommend any teachers that might be interested in any of KIDS for the BAY's programs:

Name	School	Grade Level	Contact Info
Shelly Termini	Sycamore	4	
Terry Tringali	Sycamore	4	

Table Group: _____

KIDS for the BAY

Environmental Justice Leaders

Use this worksheet to take notes on your environmental justice leader. Write in complete sentences to prepare for your presentation.

(1) Who is your environmental justice leader and where does he/she live?

She's La. Constance Smith she lives in Bayview-Hunters
Point Neighborhood

(2) What are some of the problems in the community?

There are lots of factories and toxic areas.

(3) What is he/she fighting for or against? How is he/she doing it?

She wants less pollution and less factories so she is in
a group called Literacy for Environmental Justice and
spends six hours in a nursery building plant beds,
waters, trims and takes care of plants.

2009-10 Town of Danville IPM Practices

The Town's Integrated Pest Management (IPM) Program has been operational since 2002 for all Town buildings, creeks, roadsides, and park maintenance practices. Jed Johnson, the Maintenance Services Manager has been a member of the Contra Costa County IPM Task Force and was active in the development of countywide IPM policies and stays abreast of new IPM methods applicable to the Maintenance Services Division. This group developed the countywide IPM Policy for Contra Costa County which was approved by the County Board of Supervisors in July 2002. Some pilot-only efforts have been tried in various areas of the county and the information is shared. The Town of Danville's parks, roadsides and building maintenance IPM practices currently exceed this policy in most areas. Jed also coordinates with the San Ramon Valley Unified School District on pesticide/herbicide management practices since several of the Town-maintained parks are located on school sites. The Town standards on all school sites are at the "low-toxicity levels" as agreed upon with the School District and the City of San Ramon. Town Maintenance supervisors and staff are aware of the goals of the IPM program and try to implement an IPM strategy as the first line of defense in Danville whenever possible.

In general, no pesticides are stored at Town facilities. Also, no herbicides or fertilizers are stored at Town facilities unless it is to be used within a couple weeks. All pesticide/herbicide applicators are contracted out and the contractors are aware of the Town's NPDES permit requirements and all the IPM Performance Standards. These applicators report to the Town on all the quantities of pesticides/herbicides that were utilized in the Town of Danville for this report.

IPM - Buildings

The Town hires out all pest management operations for publicly owned buildings to a contractor that has been trained in and implements IPM (Bug Zappers). Since this contract is less than \$2500/yr., there is no contract for services. However, eight years ago written IPM Performance Standards were developed and are still being utilized for all Town-owned buildings. The IPM program applies to the six Town-owned buildings (library, community center, Town offices, Town Meeting Hall, Town Service Center, and Oak Hill Park Community Center as well as several park buildings) and has proven to be very effective for spiders and ants. Bait traps are used with orange guard or rosemary oil, which works very well. In the beginning this program only cost 10% more with no pesticides being used. It appears that the bugs are eradicated more effectively with this procedure. Instead of coming out quarterly to spray pesticides, monthly visits from the contractor are needed to replace the traps, etc. Pesticides would be a last resort. The IPM practices are recorded for each visit and reflected in their monthly billing statements.

IPM - Parks and Roadsides

IPM methods are also utilized by the Town's certified pest control contractor for all parks and roadside areas of Town. Since many of the Town's parks are also School District sites, they follow strict "low-level" herbicide/pesticide use standards set by the State for school districts for all Town parks. Herbicides are applied monthly (school district park sites approximately 10 times per year). Herbicide/pesticide spraying is never done while it is raining or windy conditions. When possible, the Town of Danville sprays when the San Ramon Valley School District is on a Holiday or school is not in session. The Town posts a notice at each school site to inform the public a minimum of 24 hours before applying herbicides/pesticides to 72 hours after application. The Town of Danville gives the San Ramon Valley School District a two week notice (unless it's an emergency application) before applying herbicides/pesticides at all school sites. The Town's maintenance manager meets quarterly with the school district maintenance manager to discuss pesticide/herbicide practice. As a group, they try to use all the same products at the various school sites for efficiency and proper application. The school district representatives report that when they tried to eliminate all herbicides/pesticides, other problems developed with rodents, insects, weeds and the sites were very aesthetically displeasing. The current methods appear to be working adequately now.

Another IPM measure that has been deemed effective since 2006 for rodent control along roadsides and parks, is to utilize traps for rodents so they can reduce the use of poison baits in some areas. This method appears to be effective, but considerably more labor intensive and a lot more expensive (e.g. three hours/day resetting traps).

In 2008-09, due to near drought conditions, the Town committed to East Bay Municipal Utility District (EBMUD) to voluntarily reduce its water usage. On August 1, 2008, the Town instituted a mandatory water rationing program, reducing water usage by 30% at all parks and roadsides. This mandate also included a mandatory 10% water reduction at all school sites. In an effort to save additional water, the Town implemented these requirements early in June of 2008. These drought requirements are no longer in effect but the Town continues to look for ways to reduce water consumption.

A turf management program for all Town-maintained sports fields is regularly performed during the fall and spring of the year. The Town's turf management program includes aeration, slit seeding and fertilization. In areas of heavy use, the turf management program can be performed up to five times a year. The granular slow release type of fertilizer was used and at the same time the lawn was aerated in order for the fertilizers to properly penetrate. A better irrigation system with a new pump was installed at Diablo Vista Park and Green Valley School in 2005, where there are four baseball fields and four soccer fields on natural turf. The methods utilized at these sites appear to have worked because staff reports that there is more efficient performance with the irrigation system resulting in less chemical usage.

The Town of Danville has also made a commitment to using artificial turf for sports fields in two large public parks/sports facilities. The Diablo Vista Park sports fields (comprising approximately 1 acre) were converted from regular turf to artificial turf ten years ago and were completely replaced two years ago with a high grade artificial turf. Staff reports that this new high grade synthetic turf material appears to be longer-lasting than the turf that it replaced. Sycamore Valley Park sports fields (approx. 3.8 acres) were renovated and replaced in 2003 with artificial turf on two soccer fields and three baseball diamonds. Conversion of these park sites to artificial turf was very costly initially; however these fields require no water, fertilizer, or pesticides and very little herbicides.

The Town maintains one pond at Oak Hill Park where the water quality over the past eight years has progressively gotten better without using copper-based algaecides. In the past, the Town had one fountain sprayer in the middle of the pond and a circulation pump that couldn't keep the water clear. The system was improved eight years ago by installing a compressor and three aeration lines that greatly improved the water quality of the pond, along with the use of macrobiotics. However, the improved system didn't hold up. The lines wore out and had a tendency to get clogged and broken. So the Town of Danville replaced the system three years ago with a new compressor and five aeration stones that appear to work better and are friendlier to fisherman.

The pond is 100% controlled naturally. Alum and bacteria microbes have been utilized in the pond for algae and debris control for over 8 years. The microbes reproduce every 10-12 days and eat the same things that algae would eat so they starve the algae of nutrients. It appears that fewer quantities of microbes are being utilized than ever before because they are multiplying on their own with the improved efficiency of the aeration system. The Alum is composed of fish oils and all-natural by-products that are used for water clarity. It works by sinking cloudy water debris to the bottom of the pond so the microbes can eat it.

IPM Policy

It is the purpose and intent of this IPM Policy to ensure that the Town of Danville departments and all those who apply pesticides and herbicides to property owned and/or managed by the Town of Danville utilize integrated pest management (IPM) practices and reduce pesticide/herbicide applications on public-owned and/or Town of Danville managed property to the maximum extent feasible and as required by State and Regional Stormwater regulation.

The Town of Danville, in carrying out its pest and weed management operations, shall focus on long term prevention or suppression of pest and weed problems with minimum impact on human health, non-target organisms, and the environment.

The goal of the Town of Danville is to reduce its use of pesticide/herbicide use and use (to maximum extent possible) non-toxic methods to control pests on Town of Danville property. The Town of Danville recognizes that pesticides/herbicides are potentially hazardous to human health and the environment, and non-pesticide/herbicide alternatives will be considered first over toxic pesticides/herbicides on Town of Danville property (wherever feasible and within budgetary constraints). The Town of Danville will develop and adhere to IPM Standard Operating Procedures that will outline all the IPM activities that will be implemented to ensure that less toxic methods are used to control pests/weeds on Town of Danville property.

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the First day of July, 2010, by and between the Town of Danville, therein called the "Town", and Sycamore Landscaping Corporation, herein called the "Contractor".

RECITALS

WHEREAS, Town desires to obtain Zone A-Roadside Landscape Maintenance Services; and

WHEREAS, Contractor hereby warrants to the Town that Contractor is skilled and able to provide such services described in the Invitation For Bid Specifications, and

WHEREAS, Town desires to retain Contractor pursuant to this Agreement to provide the services described in the Invitation For Bid Specifications.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope of Services:** Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Contractor shall perform the services set out in the Invitation For Bid Specifications.
2. **Term of Service:** The services of Contractor are to commence July 1, 2010 for a three-year contractual agreement with options to extend for up to two additional one-year periods.
3. **Compensation:** The compensation to be paid to Contractor shall be at the rate as set forth in Attachment A, which is attached hereto and incorporated herein. The amount of compensation, \$121,702 per year plus a 20% contingency of \$24,000 for a total of up to \$145,702 will be for the first 12 months of the contract.

The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. **This request must be in writing sixty (60) days prior to the end of the 12 month period.** Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.

4. **Employment of Other Contractors:** Contractor will not employ or otherwise incur an obligation to pay other contractors or experts for services in connection with this Agreement without the prior written approval of the Town.

5. **Liability of Members and Employees of Town:** No member of the Town and no other officer, employee or agency of the Town shall be personally liable to Contractor or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Contractor or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

6. **Indemnification of Town:** Contractor hereby agrees to defend, indemnify and save harmless the Town, its officers, agents, employees and servants, from and against any and all claims, liability or obligations based on negligence or willful misconduct brought on account of or arising out of any acts, errors or omissions of Contractor undertaken pursuant to this Agreement. The Town has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Contractor's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. **Contractor Not an Agent of Town:** Contractor is not an agent of the Town, and the Town retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Contractor, its officers, employees and agents shall not have any power to bind or commit the Town to any decision or course of action, and Contractor, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the Town or that it or they have the power to bind or commit the Town.

8. **Independent Contractor:** It is understood that Contractor, in the performance of the work and services agreed to be performed by Contractor, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Contractor shall obtain no rights to retirements benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

9. **Ownership of Work:** All documents furnished to Contractor by Town and all reports and supportive data prepared by Contractor by this Agreement are Town's property and shall be given to Town at the completion of Contractor services. Town acknowledges that documents and supportive data prepared by Contractor have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Town reuses such documents prepared by Contractor for purposes other than those contemplated under this agreement without the written consent of Contractor, the Town will hold harmless, indemnify and defend the Contractor, its agents, subcontractors and employees from any and all claims arising out of such reuse.

10. **Compliance with Laws:**

A. **General:** Contractor shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Contractor represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Contractor to practice its profession.

Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Contractor to practice its profession. Contractor shall maintain a Town of Danville Business License.

B. **Worker's Compensation:** Contractor certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor certifies that it will comply with such provisions before commencing performance of this Agreement.

C. **Injury and Illness Prevention Program:** Contractor certifies that it is aware of and has complied with the provisions of California Labor Code, Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. The Town is not responsible or liable for Contractor's failure to comply with any and all of said requirements.

11. **Insurance:**

A. **Minimum Scope of Insurance:**

1. Contractor agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

2. Contractor agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

3. A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide coverage for One Hundred Thousand Dollars (\$100,000.00) Employers' Liability (Coverage B).

4 All of the following endorsements are required to be made a part of each of the required policies, except for the Workers' Compensation, Employers' Liability, and Errors and Omissions policies as stipulated below:

(a) "The Town of Danville, its employees, officers, agents and contractors are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance of the Town of Danville may possess, including any self-insured retention the town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

6. Contractor shall provide to the Town all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

2. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept of file with the Agency Secretary at all times during the term of this Agreement.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retention's must be declared to and approved by the Town. At the Town's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

12. Assignment Prohibited: Neither the Town nor Contractor may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

13. Equal Employment Opportunity: Contractor is an Equal Opportunity employer and agrees to comply with applicable regulation governing equal employment opportunity.

14. Termination of Agreement:

A. The Town may cancel the contract or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice to the Contractor. If the Town decides to cancel this contract for failure to perform satisfactorily, the cancellation shall be effective upon giving fifteen (15) days written notice to the Contractor.

The Town requires a minimum sixty (60) days notice if the Contractor must terminate the contract for any reason. If the Contractor does not supply sufficient notice, the Contractor will be held liable for any costs the town may incur necessary to getting the work done until a new contract is awarded. The Town, at its option, may renew this contract twice for a period of one year each, beginning on July 1, 2013 and July 1, 2014. This option will be exercised only if the contractor has demonstrated superior

performance in provision of landscape maintenance services to the Town.

B. In the event termination is without cause, Contractor shall be entitled to any compensation owing to its hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payments; provided, however, that Contractor shall be entitled to compensation for work in progress at the time of termination.

15. **Amendment**: This Agreement constitutes the complete and exclusive statement of the Agreement to Town and Contractor. It may be amended or extended from time to time by written agreement of the parties hereto.

16. **Litigation Costs**: If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

17. **Time of the Essence**: Time is of the essence of this Agreement.

18. **Written Notification**: Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Town of Danville
 Maintenance Services Department
 510 La Gonda Way
 Danville, CA 94526

If to Contractor: Sycamore Landscaping Corporation
 P.O. Box 2279
 Walnut Creek, CA 94595

19. **Waiver**: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

21. **Venue:** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

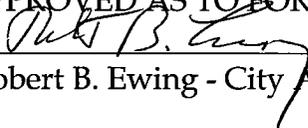
IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date first above written.

TOWN OF DANVILLE

CONTRACTOR

By: 
Joseph A. Calabrigo - Town Manager

By: 
Representative of Sycamore
Landscaping Corporation
Date Signed: 6/15/10

APPROVED AS TO FORM
By: 
Robert B. Ewing - City Attorney

**INVITATION FOR BID (IFB)
MULTI STEP BIDDING OF**



**ZONE A - ROADSIDE
LANDSCAPE MAINTENANCE
SERVICES**

**TOWN OF DANVILLE
MAY 2010**

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**INVITATION FOR BID (IFB):
MULTI-STEP BIDDING OF
ZONE A – ROADSIDE LANDSCAPING
LANDSCAPE MAINTENANCE SERVICES
FOR THE TOWN OF DANVILLE**

I. INTRODUCTION AND GENERAL INFORMATION

The Town of Danville is seeking proposals for a contract for landscape maintenance services.

It is the intent of the Town of Danville to identify and establish long term relationships with highly qualified contractors. To achieve the best level of service, the Town believes that the relationship must be based on mutual trust and respect. The performance of the successful Contractor will have a direct impact on the Town's provision of quality service to the residents of Danville. As such, teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

**LEGAL NOTICE
NOTICE TO CONTRACTORS: CALL FOR BIDS**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Danville, State of California, hereby calls for sealed bid proposals to be received by the City Clerk of the Town of Danville, 510 La Gonda Way, Danville, California **on or before Wednesday, May 19, 2010, at 2:00 p.m.**, U.S. Pacific Time Zone.

Description of work. These bids shall cover the furnishing of all labor, material, equipment, mechanical workmanship, transportation and services which are required for: **Town of Danville Landscape Maintenance Services.**

The bid envelope is to be addressed to: Sealed Bid, Town of Danville, City Clerk, 510 La Gonda Way, Danville, CA 94526, and have the name of the project noted thereon.

At 2:00 p.m. on May 19, 2010, the Bid proposals will be taken by the City Clerk of the Town of Danville, 510 La Gonda Way, Danville, CA. The bids **will not** be publicly read by the City Clerk or his/her authorized representative.

The bids, together with a report of the bidders, will be presented to the Danville Town Council, on June 15, 2010 at 7:30 p.m. in the regular meeting room of the Town Council in the Town Meeting Hall, 201 Front Street, Danville, California.

The Contractor shall possess a Class C-27 license, Flagger/Lane closure MUTCD certification, applicators license and must be IPM certified/trained at the time this contract is awarded or able to obtain certification within six months. The bids for this work shall be submitted in accordance with specifications prepared by the Town as authorized by the Town Council, as required by law. The Contractor must abide by all state and local prevailing wage requirements.

Prospective bidders can obtain copies of the specifications for the work from the Town of Danville, 510 La Gonda Way, Danville, CA at the following nonrefundable costs:

Project specifications: \$30.00 per set. If mailing is desired, an additional nonrefundable cost of \$5.00 each will be required for mailing and handling.

Checks or money orders must be made payable to the TOWN OF DANVILLE.

A. BIDDING METHOD

The bidding award determination will be a multi-step process. Bidders will be required to submit a statement of qualifications and an **UN-PRICED** Management and Technical Proposal describing the proposed service delivery method in a sealed envelope marked "Management and Technical Proposal." Along with that submission, bidders will be required to submit a second sealed envelope marked "Price Proposal."

1. Step 1

A selection committee will evaluate the Management and Technical Proposal based on a management proposal, technical proposal, staffing information, safety information, and the contractor's implementation plan. Management and Technical Proposals will be assigned a point value by a selection committee based on bidder's response to the proposal.

2. Step 2

After the Management and Technical proposals are assigned a point value, the sealed "Price Proposal" envelopes will be opened. The Price Proposals will be assigned a point value based on the bid prices. Prices deemed to low will not be considered the lowest **responsible** bid price and therefore not receive the best point score.

The sum of the technical and price score will be the total score for the proposal.

The Town of Danville reserves the right to make individual inquiries with the Contractor during the evaluation process, including but not limited to, extensive interviews with Contractor's proposed site managers, the Contractor's references, and other parties that have knowledge of Contractor's work performance.

B. WEIGHING CRITERIA

The Price proposal will be weighted 75% and the Management and Technical proposal 25% toward the Contractor's overall score.

C. PRE-BID CONFERENCE

A pre-bid conference will be held at **9:00 a.m., Tuesday, May 4, 2010** at the Town Service Center, 1000 Sherburne Hills Road, Danville 94526. The purpose of the pre-bid conference is to respond to prospective bidders' inquiries.

D. CONTACT PERSON

Questions concerning this IFB should be directed to **Mark Hegeman, Maintenance Supervisor, at (925) 314-3423** or **Jed Johnson, Maintenance Manager, at (925) 314-3419**.

II. SPECIAL PROVISIONS FOR LANDSCAPE MAINTENANCE

A. SCOPE OF SERVICE

The Contractor shall furnish all labor, materials, and equipment required to satisfactorily perform the landscape maintenance required by the Town.

Maintenance of the various areas shall include, but is not limited to, turf maintenance, weed control, plant maintenance, plant installation, and pest management.

The Contractor **shall furnish the Town within thirty (30) days after approval of the contract**, a work schedule showing the proposed dates and time of work for the location shown on the proposal.

There are no restrictions to work methods used by the Contractor to accomplish the work except minimum standards noted in Section G.- Landscape Maintenance Specifications. Generally, turf and plant material shall be maintained in a healthy, well-groomed condition, and all areas shall be kept weed free.

B. TERM OF SERVICE

The term of the contract will be from July 1, 2010 through June 30, 2013. The Town may cancel the contract or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice to the Contractor. If the Town of Danville decides to cancel this contract for failure to perform satisfactorily, the cancellation shall be effective upon giving fifteen (15) days written notice to the Contractor.

The Town, at its option, may renew this contract twice for a period of one year each, beginning on July 1, 2013 and on July 1, 2014. This option will be exercised only if the contractor has demonstrated **superior performance** in provision of landscape maintenance services to the Town.

Pricing entries in Section II - Price Proposal will be for the first 12 months of the contract. The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing thirty (30) days prior to the end of the 12 month period.

C. WORK HOURS

The Contractor shall schedule operations not to begin prior to 7:30 a.m. and to conclude by 4:00 p.m. Monday through Friday and shall not schedule operations on Saturdays and Sundays. The Contractor shall schedule work crews **to be present** in the Town of Danville **Monday through Friday, with the exception of legal holidays or days agreed upon 48 hours in advance** by the Contractor and the Maintenance Services Manager or a designated representative. Deviation from the above will not be permitted except by written permission of the Maintenance Services Manager or designated representative. At School Parks, the Contractor must coordinate all maintenance activities with school physical education departments and school recess activities and must comply with the Town's Integrated Pest Management (IPM) policy.

From time to time the Town may take on improvement projects or other construction at sites herein described; the Contractor shall cooperate with the Town or its agents while said work is underway.

D. WORKMANSHIP AND QUALITY LEVEL

All work shall be performed by experienced gardeners directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision **daily** through competent foreman as required to implement modern methods and newly developed horticultural procedures.

The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the Town to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal **daily** supervision to the work and be available for consultation with the Maintenance Services Manager or designated representative, a minimum of once per month, at a schedule mutually agreed upon.

E. CORRECTIVE WORK

The Contractor shall perform the work herein provided under the direction, and to the satisfaction, of the Maintenance Services Manager or designated representative. The Inspector may make inspections any time and request from the Contractor corrective work. If corrective work is required, the Town will provide a written list of items, the Contractor shall correct the deficiencies within 48 hours. If deficiencies are not corrected, the Town will deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum.

F. LOCATIONS

Maps are provided in Appendix A detailing locations of each of the zones for this contract. It is the responsibility of the Contractor to verify locations and inventories. The areas to be maintained and approximate inventory of turf and landscape areas are as follows:

ROADSIDES - ZONE A

Location A-1 Danville Blvd/El Cerro/La Gonda

Approximate inventory:

- 3,200 l.f. roadside landscape areas
- 6,500 l.f. roadside weed abatement areas
- Danville Town Office grounds at 510 La Gonda Way
- West Briar Knolls Midden area trail weed abatement

Location A-2 El Cerro/Diablo Road

Approximate inventory:

- 1,500 l.f. of roadside landscape areas
- 9,500 l.f. of roadside weed abatement areas
- 3,400 l.f. of median landscape areas

Location A-3 Downtown

Approximate inventory:

- 1,100 l.f. of median landscape areas – approximately 1,000 sq. ft. of turf
- 6,900 l.f. of roadside weed abatement areas
- Library and Community Center grounds - approximately 1 acre of turf and landscaped parking lot, and ornamental plantings
- Front Street Mini-Park - approximately 2,500 sq. ft. of turf
- Prospect/Quinterra Iron Horse Trail Rest Area – approximately 1,000 sq. ft. of turf
- Clock Tower and Railroad Parking lots - at Railroad Avenue, Front St. Parking Lot – at Front St.
- Railroad Depot Building grounds
- North Entry to Historic Downtown at Railroad and Hartz
- Village Theatre and Town Meeting Hall grounds - parking lot landscaping
 - Weed abatement of all street tree planting areas - monthly

Location A-4 Diablo Road/Camino Tassajara

Approximate inventory:

- 3,150 l.f. of median landscape areas - approximately 1,000 sq. ft. of turf
- 1,600 l.f. of roadside landscape areas
- 5,000 l.f. of weed abatement areas
- Bret Hart Mini-Park - approximately 1/2 acre weed abatement area

Location A-5 Sycamore Valley Road

Approximate inventory:

- 13,450 l.f. of roadside landscape areas
- 3,550 l.f. of weed abatement areas
- Park and Ride Parking Lot grounds

Location A-6 San Ramon Valley Blvd.

Approximate inventory:

- 100 l.f. of roadside landscape areas
- 2,650 l.f. of median landscape areas
- 25,500 l.f. of weed abatement areas
 - Weed abatement of tree wells on all street trees

Location A-7 San Ramon Valley Blvd.

Approximate inventory:

- 2,500 l.f. of median landscape areas
- 9,000 l.f. of weed abatement areas

Location A-8 Camino Ramon

Approximate inventory:

- 850 l.f. of roadside landscape areas
- 950 l.f. of median landscape areas
- 21,000 l.f. of weed abatement areas

Location A-9 Camino Ramon

Approximate inventory:

- 4,050 l.f. of roadside landscape areas
- 300 l.f. of median landscape areas
- 3,600 l.f. of weed abatement areas

Location A-10 **El Capitan @ Crow Canyon**

Approximate inventory:

- 8,400 l.f. of roadside landscape
- 900 l.f. of median landscape
- 1.1 acres of roadside turf

Location A-11 **El Pinto – El Pintado/El Rio Road**

Approximate inventory:

- 9,500 l.f. of weed abatement

Location A-12 **Highbridge – Willow and Laurel Drive**

Approximate inventory:

- 3,800 l.f. of weed abatement

Location A-13 **Esther Lane, Richard Lane & Clydesdale Dr.**

Approximate inventory:

- 1,100 l.f. of weed abatement

G. LANDSCAPE MAINTENANCE SPECIFICATIONS

The work at all locations shall consist of the following:

The contractor shall furnish all labor, materials, tools, services and special skills necessary for the provision of grounds, and landscape maintenance services from beginning to end of the contract. The work shall include, but is not limited to:

- A. Turf maintenance
- B. Weed control
- C. Perennial, shrub and groundcover maintenance
- D. Plant Installation
- E. Pesticide application

SECTION A
TURF MAINTENANCE

Turf maintenance shall consist of mowing, trimming, fertilization, pest control and any other procedure consistent with good horticultural practices, to ensure normal, vigorous, and healthy growth of turf areas.

1. MOWING

- a. Turf shall be mowed a **minimum** of once per week from March 1 through October 31, bi-monthly in November and February, and once per month in December and January, or as needed to maintain specified mow heights.
- b. The cutting edges of all mowing equipment shall be kept sharp.
- c. Mowers will also be adjusted and operated so that the grass is cut in a uniform height.
- d. Papers, rubbish and debris shall be removed by the Contractor prior to mowing.
- e. Turf shall be cut to a height of 2 inches from November to February and to a height of 1 1/2 inches from March through October. Height adjustments are made in small increments over one month's time beginning October 1 and March 1 each year.
- f. Contractor shall refrain from mowing if the turf is saturated with water, or if standing water is present. Before mowing, the Contractor shall walk over the areas to be mowed. If water puddles under the feet when walking, then mowing within the saturated areas shall be postponed until the excess water has drained, infiltrated, or evaporated or at the direction of the Maintenance Services Manager or designated representative.
- g. When lawns cannot be cut on the scheduled day due to rain, the lawns must be cut as soon as weather and ground conditions permit or at the direction of the Maintenance Services Manager or designated representative.
- h. Contractor shall not mow, walk, or use any piece of equipment within the turf areas when frost is present as this may result in damage to the plant tissue.
- i. Lawn clippings shall only be removed if damage to the turf will occur from excessive clumping. When leaves are present and inhibiting growth or health of turf they will be removed prior to mowing.
- j. Double cutting will be permitted in lieu of clipping removal if it eliminates excessive clumping.
- k. The mowing of all contiguous turf areas shall be completed on the same day.
- l. **All edges shall be trimmed with every other mowing.** This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.

- m. The trimming shall be done by power edger's or by hand, but in no case will soil sterilants or other types of weed killers be permitted without prior written approval of the Maintenance Services Manager or designated representative. Fencing is to remain free of clumps of cut grass.
- n. Trim around sprinkler heads with string trimmers to provide maximum water coverage.
- o. Special care shall be taken to avoid damage to the tree trunks, shrubs, sprinklers, buildings, light poles and other structures. If damage is caused by the Contractor's equipment, the Contractor shall be responsible for the cost of repairs or replacement of the damaged item.
- p. A 36" diameter circle, clear of turf and weeds, shall be maintained around trees in turf areas at all sites.

2. FERTILIZE TURF

- a. All turf areas shall receive fertilizer applications three times per year. Approximate dates of these are April 1, June 1, and September 1. Intent is to maintain turf in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances.
- b. All fertilizer shall be approved by the Town prior to application. The fertilizer program shall consist of the following:

April 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet
June 1	Best Fairway Gold	24-3-16	6 lbs per 1,000 square feet
September 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet

- c. **The Contractor shall provide the Town with a schedule of aeration and fertilization a minimum of 30 days in advance of said operation to comply with the Town of Danville Integrated Pest Management Program.** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or his designated representative. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

3. TURF AERATION

- a. All turf areas shall be aerated three times per year: Aerations should precede each fertilization. Approximate dates are April 1, June 1 and September 1. The Contractor is responsible for marking of irrigation facilities so as not to damage them during aeration operation. The Town will provide a staff person to run the controller for locating sprinkler heads.
- b. Aeration shall be core-type with minimum plug size ½ inch diameter by 3 inches deep. Plugs to remain on turf.

- c. **The Contractor shall provide the Town with a schedule of aeration and fertilization a minimum of 30 days in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or his designated representative.

4. EXTRA MOWING

- a. Extra mowing will be required for specific areas of turf to address issues such as differential growth height and seasonal growth patterns. If the entire site is mowed, the costs shall be those covered by Section 1 – Mowing of the Turf Maintenance Specifications
- b. Cost for extra mowing will be compensated at the rates shown on the price proposal for each size of mower listed.
- c. The contractor shall include in the price proposal for all labor and equipment associated with extra mowing.
- d. Extra mowing shall be all hourly costs of turf mowing with the specified mower size (21”-48”) including transportation and safety equipment to perform “Mowing”.
- e. The hourly cost shall be the actual number of hours the equipment is in operation at the site location.

5. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:

- 9, 16, 43 - Mowing, per occurrence
- 10, 17, 44 - Fertilize Turf, per occurrence
- 11, 18, 45 - Turf aeration, per occurrence
- 59 – 21” Extra Mowing, per hour
- 60 – 36” Extra Mowing, per hour
- 61 – 48” Extra Mowing, per hour

- b. Payment

- 1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION A

SECTION B WEED CONTROL

The objective is to maintain all landscaped and roadside areas in a weed-free condition. Weeds shall not be allowed to be present for more than 30 days or to reach a size of more than six inches at any time. One occurrence is a one-month period of Weed Control.

1. LANDSCAPED AREAS/PATHWAYS/TRAILS

- a. Weeds may be controlled by chemical or mechanical and hand weeding where necessary. Pathways/trails need to be maintained in a weed free condition as well as a 3' band on either side of the pathway/trail. Contractor must adhere to the Town's Integrated Pest Management (IPM) policy when using chemicals on or near school grounds or residential areas.
- b. Ground cover and shrub or flowerbeds shall be weed-free.
- c. Pathways, and hard surface areas (sidewalks, cobbles, curbs, etc.) shall be weed-free.
- d. The bases of trees, posts, signs, rails shall not show weed growth; the foundations of buildings and other structures shall be free of weeds.
- e. At no time shall weeds, which have been killed by spray, be allowed to remain; all such weeds shall be carefully trimmed away.
- f. Contractor shall assume landscape areas in "as is condition" and maintain them to a weed free condition.
- g. The application of pesticide and weed killers associated with weed control shall be included in the cost of this item. Refer to Section E – Pesticide Application for spraying specifications.

2. OPEN SPACE AREAS

- a. The Contractor shall be responsible for abating weeds and other naturally occurring vegetation in open space or riparian areas within the project site. The work shall be performed as required by the Fire Marshal of the San Ramon Valley Fire Department or the Town of Danville Maintenance Manager, and in accordance with this section. The weed abatement operation shall be performed in a manner which eliminates the fire hazard associated with dry weeds, and which reduces any visual blight.
- b. The weed abatement operation may be performed with any of the following equipment according to the following criteria. The Contractor shall use care when performing work adjacent to existing trees to avoid damaging any surface roots.
 1. A rotary mower can be used provided the blade removes the vegetation to within 2 inches of the finish grade. The mower must capture all clippings so they can be removed from the site or can be collected manually.

2. A discing attachment towed behind a tractor may be used provided the resulting surface area has at least 50% exposed soil when the discing is complete. No weeds shall remain in a vertical position after the discing wheels pass.
 3. A rototiller may be used provided the resulting surface area has at least 50% exposed soil when the operation is complete. No weeds shall remain in a vertical position after the rototiller passes.
- c. The Contractor shall carry a 4A:40BC or larger fire extinguisher on the tractor, or within convenient reach, at all times during the weed abatement operation. The Contractor shall recognize that dry grasses pose a significant fire hazard from late Spring to early Winter, and should therefore use all necessary precautions to assure that no fires are ignited during the weed abatement operation.
 - d. The Contractor shall remove from the site all miscellaneous debris or rubbish discovered during the weed abatement operation.

3. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:
 - 1, 5, 12, 19, 23, 27, 31, 35, 39, 46 – Landscape Areas/Pathways/Trails Weed Control, per occurrence
 - 50, 51, 52 – Open Space Weed Control, per occurrence
- b. Payment
 2. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION B

SECTION C
PERENNIAL, SHRUB AND GROUND COVER MAINTENANCE

All planted areas shall be maintained at least once per month unless otherwise noted in these specifications. The contractor shall provide a written monthly schedule that indicates the day of the month that each location covered by this contract is maintained. This includes, but is not limited to, weeding, raking, litter removal, leaf removal. One occurrence of Landscape Clean-up is a one month period of this item of work.

1. SHRUB AND GROUND COVER PRUNING

- a. Inspect planters monthly for dead or damaged plants and for signs of disease or pest damage. Remove dead, dying or unsightly plant material immediately. Maintain list of removed plant material with locations and dates of removal. Provide this list to the Town monthly.
- b. Trim hedge, and/or prune shrubs three times per year to insure natural growth, flowering and aesthetic shaping. Restrict growth of shrubbery and groundcover to six inches behind curbs, sidewalks, and planter beds by trimming or edging.
- c. Trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of weed killers be permitted without prior written approval of the Maintenance Services Manager or designated representative.
- d. Special care shall be taken to avoid damage to existing plant material and irrigation systems. The contractor is responsible for damage to irrigation systems and for replacement of damaged plant material.

2. SHRUB AND GROUND COVER FERTILIZING

- a. All shrub and groundcover areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances.
- b. All fertilizer shall be approved by the Town prior to application. The fertilizer program shall consist of the following:

March 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet
September 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet

- d. **The Contractor shall provide the Town with a schedule of fertilization a minimum of 30 days in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or his designated representative. Fertilization at school sites shall be done only after the necessary notification and posting has been done to comply with the Town of Danville's IPM program and at times when no children are present. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

3. SHRUB AND GROUND COVER LANDSCAPE CLEAN UP

- a. Contractor shall be responsible for clean up of associated areas such as sidewalks, walkways, gutters, and any other areas that may be affected by contractor maintenance activities on a monthly basis.
- b. Leaves shall be removed monthly as necessary from planted areas and adjacent hardscapes and disposed of to maintain a neat appearance at all sites.
- c. Landscaping and maintenance debris, such as weeds, leaves, and trimmings shall be removed from the site and disposed of.
- d. Police all landscape areas to remove all litter, including broken glass or other such debris.
- e. All landscape debris may be disposed of at the Danville Town Service Center, 1000 Sherburne Hills Road in the designated area.

4. EXTRA WORK

- a. Included in this section is an hourly landscape gardener item for extra work items. The landscape gardener must have the skills and knowledge to perform the tasks associated with the work described in this section. The hourly cost shall include transportation, equipment (including small power tools) and a vehicle capable of transporting landscape equipment and debris.

5. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:
 - 2, 6, 13, 20, 24, 28, 32, 36, 40, 47 – Shrub and Ground Cover Pruning, per occurrence
 - 3, 7, 14, 21, 25, 29, 33, 37, 41, 48 - Shrub and Ground Cover Fertilizing, per occurrence
 - 4, 8, 15, 22, 26, 30, 34, 38, 42, 49 – Monthly Landscape Clean-up, per occurrence
 - 58 – Landscape Gardener, per hour
- b. Payment
 - 4. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION C

SECTION D PLANT INSTALLATION

From time to time, the Town will require new plant material to be installed on an extra work basis. Pricing for this item will be to install a minimum of 25 shrubs or 5 trees per occurrence.

1. PLANTING OF TREES AND SHRUBS

- a. No planting shall occur during weather conditions which will adversely affect materials nor when soil is in a muddy condition.
- b. Plant pits shall be as at least twice the width of the root ball. Plant pits shall be roughly cylindrical. The walls and bottoms of plant pits shall be scarified.
- c. Plants shall be carefully removed from containers. In no case shall cans be broken open with axe, mattock or similar article.
- d. If plants do not have young feeder roots showing at the edge of the container, loosen their roots and cut in a few places to encourage new feeder root development along the perimeter of the root ball.
- e. Soil excavated from plant holes shall be amended an approved soil conditioner, such as, nitrolized redwood, and mixed at a ratio of 3 parts soil, one part soil conditioner. Provide fertilizer tabs/packets as required per plant.
- f. Shrubs and trees shall be set true and plumb with the top of the root ball, as grown in the nursery can container and be planted one inch above finish grade. The Contractor shall be responsible for any settling and shall raise and replant any plants whose crown settles below the finish grade.
- g. Place backfill in bottom of plant pit and tamp center of hole to approximately 85% relative compaction. The bottom of the plant pit, outside of root ball footprint, can be in a less compacted state. After placing plant ball as detailed, firm backfill around ball of roots of plant and water thoroughly.
- h. Except where a plant is in a lawn area or where a single plant space is otherwise edged, form a berm or ridge of soil in a neat circle at the drip-line of each tree and shrub, to facilitate watering and hold top mulch.
- i. Immediately after planting trees, securely stake or guy with two - 2" diameter lodge pole stakes. Place one tie per stake six inches below the tree canopy in figure eight pattern with a loop large enough to allow for two (2) years of growth.
- j. Water plants immediately after installation to ensure saturation of plant pit and root ball.

2. MEASUREMENT AND PAYMENT

a. Measurement of the following bid items shall be as follows:

- 53 - 15 gallon tree, per item
- 54 - 5 gallon shrub, per item
- 55 - 1 gallon shrub, per item

b. Payment

1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION D

SECTION E PESTICIDE APPLICATION

The use of pesticides is for weed control as described in Section B and for extra work in certain cases to control plant diseases and for pest control.

1. PESTICIDE APPLICATION

- a. A pesticide program should be used **only** within an overall pest management program that embraces Integrated Pest Management (IPM) principals, which includes nontoxic methods and adheres to the regulations set forth by the California Department of Pesticide Regulations. This pesticide program must adhere to the Town of Danville's specific IPM program where applicable. Contractor must be '**IPM certified/trained**' or obtain certification within the first six months of the contract.
- b. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.
- c. A listing of proposed chemicals to be used including: commercial name; application rates; and type of usage shall be submitted to the Manager or designated representative for approval at the commencement of the contract. No work shall begin until written approval of uses is obtained from the Maintenance Services Manager or designated representative.
- d. Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The contractor shall submit a pesticide use quarterly report to the Town within 30 days from the end of each three-month period.
- e. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- f. Chemicals shall be applied when air currents are still to prevent drifting onto adjacent property and to prevent any toxic exposure to persons whether or not they are in or near the area of application.
- g. The Maintenance Services Manager or designated representative shall be notified immediately of any disease, pests or unusual conditions that might develop.
- h. The Contractor shall provide costs as described in the price proposal for all labor and equipment associated with pesticide application. The cost of the pesticides is not included in the price proposal. The Town will pay an additional amount equal to the actual cost of the pesticide applied.
- i. Backpack Spraying shall be all hourly costs of a qualified pest applicator including transportation and safety equipment to perform "Backpack Spraying".

- j. Spray Rig Spraying shall be the hourly cost of a qualified pest applicator including transportation, safety equipment, and a 50-gallon (minimum size) powered spray rig to perform “Spray Rig Spraying”.
- k. The hourly cost shall be the actual number of hours the equipment is in operation at the site location.

2. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:

- 56 - Back Pack Spraying, per hour
 - 57 - Spray Rig Spraying, per hour

- b. Payment

- 1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION E

**SECTION F
GENERAL SPECIFICATIONS**

1. MATERIALS AND EQUIPMENT

The Contractor shall, at all times, furnish and maintain equipment necessary to perform work under this contract. If equipment breaks down, the Contractor is responsible to complete the work within 24 hours. If the Contractor is unable to complete the work within that time period, the Town will deduct the applicable portions, pro rata, from the payment to the Contractor. The materials shall include, but are not limited to:

- a. All necessary gas, oil, and parts for all equipment
- b. All necessary fertilizers and pesticides
- c. All necessary horticultural supplies

2. IRRIGATION

- a. All irrigation shall be controlled, scheduled, and operated only by the Town. The Contractor has no direct responsibilities for irrigation activities.
- b. All damage done to irrigation systems due to Contractor's negligence shall be the responsibility of the Contractor and must be repaired within 24 hours at the Contractor's expense. If said repairs are not made, the Town will perform the work and deduct those costs from the payment to the Contractor. Damages due to theft or vandalism, not attributable to Contractor's negligence, shall be the responsibility of the Town.

3. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

The award of these contracts will not be based on the lowest overall bid, but on the combination of the contractor's qualifications and the level of service that will be provided.

The Town may, at its own discretion, advise the Contractor to increase or decrease the frequency of line items in the price proposal. The contractor is not entitled to any anticipated profit for work not performed.

The work performed shall be done in accordance with the Town of Danville Landscape and Irrigation Standard Details.

4. Traffic Control

Prior to work in traffic zones, the Contractor shall submit a traffic control plan. All traffic control plans shall be reviewed and approved by the Maintenance Services Manager and/or Town Traffic Engineer. All traffic control work shall conform with **2003 MUTCD Caltrans Standard Specifications – Part 6, ‘Temporary Traffic Control’** to ensure safe flow of traffic and safety of

workers in traffic zones.

All flagging costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore. **A properly trained and certified person must be in charge of all lane closure operations.**

Cones and barricades properly marked shall be used to delineate the traffic lane closures. Access to driveways shall be maintained at all times. No traffic lanes may be closed before 9:00 a.m. or after 4:00 p.m. without written permission from the Maintenance Services Manager or designated representative.

When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Services Manager or designated representative, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Services Manager or designated representative.

III. STANDARD SPECIFICATIONS

A. INSTRUCTIONS TO BIDDERS

1. Acknowledgement of Addendum

Bidders shall acknowledge receipt of any addendum to the solicitation by signing and returning the addendum with the bid. The acknowledgement must be received by the Town of Danville by the time and at the place specified for receipt of bids. Failure to do so will result in bid being considered non-responsive.

2. Bid Acceptance Period

Any bid submitted as a result of the solicitation shall be binding on the bidder for 60 calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

3. Bid Form Submission

Both the "Management and Technical Proposal" and the "Price Proposal" of the bid form should be completed with each being clearly marked and submitted in separate sealed envelopes. The two separate envelopes should then be placed in one larger envelope for submission to the Town of Danville, 510 La Gonda Way, Danville, CA 94526, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office.

Failure to submit prices on the bid forms provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The Town of Danville reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the Town of Danville may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price or delivery of the service.

4. Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently, and not for the purpose of restricting competition. Any consultation, communication, or agreement with any other bidder or competitor relating prices, intention to submit a bid, or the methods or factors used to calculate the prices bid is prohibited.

5. Collusion Among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The local government may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different name may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary contractors submitting a bid for the work.

6. Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered.

7. Qualifications of Bidders

The bidder may be required before the award of any contract to show to the complete satisfaction of the Town of Danville that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the Town of Danville in regard to the bidder's qualifications. The Town of Danville may make reasonable investigations deemed necessary and proper, including visiting the bidder's facilities and contacting references, to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of Danville all information for this purpose that may be requested. The Town of Danville reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town of Danville that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (d) The quality of performance of previous contracts or services.

B. General Terms and Conditions

1. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Danville all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of California that relate to the particular goods or services purchased or acquired by the Town of Danville under said contract.

2. Applicable Law

The contract shall be governed in all respects by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The contractors shall comply with applicable federal, state, and local laws and regulations.

3. Assignment

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Town of Danville.

4. Certificates and Licenses

The contractor shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the Town of Danville no later than ten days after the contractor receives the notice of award from the Town of Danville. Current copies of licenses and certificates shall be provided to the Town of Danville within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: professional licenses or certificates in the field of pest control application.

5. Change in Scope of Work

The Town of Danville may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Town of Danville and the contractor.

If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the Town of Danville in writing of this belief. If the Town of Danville believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

6. Cost Reimbursement

The contractor agrees that payment by the Town of Danville to the contractor for materials used in the performance of any extra work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: The Town of Danville shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the suppliers' invoices or included in the contractor's invoice submitted to the Town of Danville that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job.

All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

7. Employment Discrimination

During the performance of the contract, the contractor agrees to the following:

- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an Equal Opportunity Employer.
- (c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor shall include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order of more than \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

8. Failure to Enforce

Failure by the Town of Danville at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Town of Danville to enforce any provision at any time in accordance with its terms.

9. Immigration Reform and Control Act of 1986

The contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

10. Indemnification

Contractor shall indemnify and hold harmless the Town of Danville and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Town.

11. Independent Contractor

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the Town of Danville; and the Town of Danville shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The Town of Danville shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the Town of Danville shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town of Danville for its employees.

12. Non-appropriation

All funds for payment by the Town of Danville under this contract are subject to the availability of an annual appropriation for this purpose by the Town of Danville. In the event of non-appropriation of funds by the Town of Danville for the services provided under the contract, the Town of Danville will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Town of Danville shall not be obligated under this contract beyond the date of termination.

13. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Town of Danville.

14. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the Town of Danville, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the Town of Danville. The rights of the Town of Danville are in addition and without prejudice to any other right the Town of Danville may have to claim the amount of any loss or damage suffered by the Town of Danville on account of the acts or omissions of the contractor.

15. Requirements Contract

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the Town of Danville shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Town of Danville for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the Town of Danville is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirements in the past. The contractor further understands and agrees that the Town of Danville may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

16. Termination for Convenience

The performance of work under the contract may be terminated by the Town of Danville in whole or in part whenever the Town of Danville determines that termination is in the Town of Danville's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

17. Termination for default

The contract shall remain in force for the full period specified and until the Town of Danville determines that all requirements and conditions have been satisfactorily met and the Town of Danville has accepted the work. Thereafter, applicable provisions of the contract shall remain in force until the Town of Danville has determined that the contractor has met all requirements and conditions such as guarantees and warranties that relate to the work following the contract term. The Town of Danville shall have the right to terminate

the contract sooner if the Town of Danville determines that the contractor has failed to perform satisfactorily the work required, as determined by the Town of Danville. In the event the Town of Danville decides to terminate the contract for failure to perform satisfactorily, the Town of Danville shall give to the contractor at least fifteen (15) days' written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the Town of Danville.

If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to provide satisfactory performance, the contractor shall be entitled to receive compensation for all reasonable, allocable, and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the Town of Danville prior to termination. In the event the Town of Danville terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the Town of Danville is required to expend to complete the work covered by the contract.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

18. Prevailing Wages

Pursuant to Section 1770, et seq., of the California Labor Code, the successful contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Danville Town Offices, 510 La Gonda Way, Danville, CA 94526. The Contractor shall submit **monthly**, upon request, certified payroll reports for work performed under this contract.

19. Insurance

In lieu of the insurance requirement, the minimum insurance required is shown of the Certification of Insurance Forms (page C-2a). The Contractor will have to provide commercial general liability insurance, auto liability insurance, and employers liability insurance, each at \$1,000,000 per occurrence. In addition, the Contractor will have to provide proof of workers' compensation coverage. The successful bidder shall submit the Certification of Insurance properly executed by the carrier, with the contract documents.

The Contractor shall secure and maintain the required insurance policies and submit evidence that such insurance will be in force for the length of the contract. The policies shall specifically name the Town and its officers and employees as also insured.

All automobiles and trucks owned, non-owned or hired shall be covered for the above-mentioned public liability and property in amounts as stated above by rider or by special policies of insurance.

All policies of insurance required by this contract shall provide that the Town of Danville receive not less than 30 days' advance written notice of the cancellation, assignment, or change of any policy.

**TOWN OF DANVILLE
LANDSCAPE MAINTENANCE SERVICE
PART I. Management and Technical Proposal to the Town of Danville**

FORMATS

In order to maintain consistency, proposals must follow the same format as presented in this IFB. Beginning with Part I (Management & Technical Proposal Requirements), each response will reference heading number of the corresponding question. You do not need to re-type the questions. Attach this signature page to your Proposal.

Proposals will be typed on letter-size paper and stapled or otherwise bound.

COMPLETENESS

Answer all questions in your proposal. In cases where a question does not apply or you are unable to respond, reference the question number and title followed by "N/A" (Not Applicable). In all cases where you are unable to meet the specific requirements, reference the question number and title followed by "Decline to Respond." Briefly explain the reason for marking not applicable, not responding, or being unable to comply with the requirements.

PAGE NUMBERS

All pages in the main body of the proposal must be numbered. Attachments should be numbered or referenced separately.

BREVITY

The proposals should be concise, clear and easy to follow. "Bullet point" and list form is preferred to lengthy prose, provided responses are complete.

Company Name: _____

Address: _____

City and Zip _____

Phone _____

Authorized Signature _____

Date

A. MANAGEMENT AND TECHNICAL PROPOSAL RESPONSE (25 Pts.)

The Management Proposal portion will consist of an executive summary of approximately 150 words outlining the overall management approach the Contractor will take in performing the work set forth in performing landscape maintenance services for the Town of Danville, and a detailed management plan.

The detailed management plan portion of the Management Proposal will include, but not be limited to, the following:

1. Describe the benefits to the Town of Danville for using your company.
2. Describe why the Town of Danville should select your company over your competitors.
3. Transition implementation plan and approach that will be unnoticeable to Danville residents.
4. Scheduling process.
5. Communications plan and management.
6. Use of advanced technology.

The Technical Proposal portion will be a detailed document, including but not limited to, the following:

1. Work methods, practices and materials to be used.
2. List of equipment you would use in serving this contract.

B. STAFFING INFORMATION (25 pts.)

1. Attach a detailed organization chart for your company, or the local office that would service this contract. Include subcontracted and limited subcontractor services where they apply.
2. For the local office to serve this contract, list by category of personnel (e.g., project managers, account service representatives, supervisors and workers) the following:
 - Total number of staff
 - Names and qualifications of key staff including years in the industry and with your firm
 - Number of new hires for each category in the last six months
 - Number of employees that have special landscape certification, such as Qualified Applicators Certificate (QAC), Certified Landscape Technician (CLT), certified arborists or horticulturists
3. Describe details of your employee benefits (i.e., vacation, paid holidays, medical, dental) including:
 - Specific vacation periods
 - Number of paid holidays per year
 - Medical and dental benefits
 - Retirement benefits
 - Other benefits
4. Describe your employee training program and requirements. Indicate required training, participation level, hours, documentation (sign-in sheet or certification), agenda/content.

C. GENERAL INFORMATION TO BE INCLUDED IN MANAGEMENT AND TECHNICAL PROPOSAL (10 pts.)

1. Provide the following:

Company Name(s)
Address
Phone Number

2. List the name(s) and phone number(s) of your representative(s) who can be contacted regarding your proposal.
3. List the contractor license type you currently hold, the license number and the name of the individual to whom the license is issued. State the number of years your company has been a licensed contractor, performing this type of work.
4. Describe your business plan for the next five (5) years. What is your company policy/mission statement?
5. Provide at least five (5) references (name, company, name of contact, phone number, description of project and length of contract) for whom you have provided like services within the past 24 months.

D. CUSTOMER SERVICE INFORMATION (10 Pts.)

Describe in detail your existing customer service program and your anticipated program for the Town of Danville. Include details on how you will provide a seamless transition with customers during start up, how you will maintain customer relations, how you will monitor customer satisfaction, and how you will continuously improve.

E. MANAGEMENT SERVICES INFORMATION (10 Pts.)

1. Describe the current system you use to complete routine work orders, make major repairs, make minor repairs, and provide reports to the customer and your internal management.
2. Include details of your communication plan to assure proper communication between your representative and with Town's representative.

F. IMPLEMENTATION INFORMATION (10 Pts.)

1. Provide a chronological list of events/tasks involved in implementing service, and specify the estimated time to complete from the contract award date.
2. Submit a detailed discussion of realistic objectives that your company would propose to accomplish during the first twelve months service to the Town of Danville. The goals of those objectives will be to improve the quality of services provided with no increase in cost.

G. SAFETY INFORMATION (10 Pts.)

Describe in detail your Safety Program.

**TOWN OF DANVILLE
LANDSCAPE MAINTENANCE SERVICE
PART II. Price Proposal to the Town of Danville**

We have read the Town of Danville's Invitation for Bid for the delivery of landscape maintenance services and fully understand its intent. We certify that we have completed PART I. Management and Technical Response Form and submitted it in a separate envelope to certify that we have adequate personnel, equipment and facility(ies) to perform that work for which we are submitting a bid.

Payment schedule will be negotiated with successful bidder.

We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection committee.

It is understood that all information provided or required by the Invitation to Bid shall become public record upon delivery to the Town Offices.

Pricing entries will be for the first 12 months of the contact. The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing thirty (30) days prior to the end of the 12-month period.

We agree to provide the Town such services in the manner described in the Invitation for Bids and our Management and Technical proposal for the following prices:

Company Name: _____

Address: _____

City and Zip _____

Phone _____

Authorized Signature _____

Date

**TOWN OF DANVILLE ZONE A-ROADSIDE LANDSCAPE MAINTENANCE SERVICES
PART II Bid Form (Submit by 2:00 p.m., Wednesday, May 19, 2010)**

ITEM	LOCATION	DESCRIPTION	ANNUAL QUANTITY	UNITS	UNIT PRICE	TOTAL
1	A-1	WEED CONTROL	12	PER OCCURRENCE		
2	A-1	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
3	A-1	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
4	A-1	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
5	A-2	WEED CONTROL	12	PER OCCURRENCE		
6	A-2	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
7	A-2	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
8	A-2	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
9	A-3	MOWING	40	PER OCCURRENCE		
10	A-3	FERTILIZE TURF	3	PER OCCURRENCE		
11	A-3	TURF AERATION	3	PER OCCURRENCE		
12	A-3	WEED CONTROL	12	PER OCCURRENCE		
13	A-3	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
14	A-3	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
15	A-3	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
16	A-4	MOWING	40	PER OCCURRENCE		
17	A-4	FERTILIZE TURF	3	PER OCCURRENCE		
18	A-4	TURF AERATION	3	PER OCCURRENCE		
19	A-4	WEED CONTROL	12	PER OCCURRENCE		
20	A-4	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
21	A-4	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
22	A-4	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		

23	A-5	WEED CONTROL	12	PER OCCURRENCE		
24	A-5	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
25	A-5	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
26	A-5	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
27	A-6	WEED CONTROL	12	PER OCCURRENCE		
28	A-6	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
29	A-6	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
30	A-6	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
31	A-7	WEED CONTROL	12	PER OCCURRENCE		
32	A-7	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
33	A-7	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
34	A-7	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
35	A-8	WEED CONTROL	12	PER OCCURRENCE		
36	A-8	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
37	A-8	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
38	A-8	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
39	A-9	WEED CONTROL	12	PER OCCURRENCE		
40	A-9	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
41	A-9	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
42	A-9	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
43	A-10	MOWING	40	PER OCCURRENCE		
44	A-10	FERTILIZE TURF	3	PER OCCURRENCE		
45	A-10	TURF AERATION	3	PER OCCURRENCE		
46	A-10	WEED CONTROL	12	PER OCCURRENCE		
47	A-10	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		

48	A-10	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
49	A-10	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
50	A-11	ANNUAL WEED ABATEMENT	2	PER OCCURRENCE		
51	A-12	ANNUAL WEED ABATEMENT	2	PER OCCURRENCE		
52	A-13	ANNUAL WEED ABATEMENT	2	PER OCCURRENCE		
53	ANY LOCATION	15 GALLON TREE	25	PER ITEM		
54	ANY LOCATION	5 GALLON SHRUB	50	PER ITEM		
55	ANY LOCATION	1 GALLON SHRUB	200	PER ITEM		
56	ANY LOCATION	BACKPACK SPRAYING	100	PER HOUR		
57	ANY LOCATION	SPRAY RIG SPRAYING	160	PER HOUR		
58	ANY LOCATION	LANDSCAPE GARDENER	200	PER HOUR		
59	ANY LOCATION	21"-EXTRA MOWING	50	PER HOUR		
60	ANY LOCATION	36"-EXTRA MOWING	50	PER HOUR		
61	ANY LOCATION	48"-EXTRA MOWING	50	PER HOUR		
					TOTAL	

The quantities given are estimates only, being given as a basis for comparison of price proposals. The Town does not, expressly or by implication agree that the actual amount of work will correspond therewith. The Town reserves the right to increase or decrease the amount of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Maintenance Services Manager. No allowance for anticipated profit on work that is deleted or decreased.

Company Name: _____

Address: _____

City and Zip _____

Phone

Authorized Signature

Date

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the First day of July, 2010, by and between the Town of Danville, therein called the "Town", and New Image Landscape Company herein called the "Contractor".

RECITALS

WHEREAS, Town desires to obtain Zone B-Roadside Landscape Maintenance Services; and

WHEREAS, Contractor hereby warrants to the Town that Contractor is skilled and able to provide such services described in the Invitation For Bid Specifications, and

WHEREAS, Town desires to retain Contractor pursuant to this Agreement to provide the services described in the Invitation For Bid Specifications.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope of Services:** Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Contractor shall perform the services set out in the Invitation For Bid Specifications.
2. **Term of Service:** The services of Contractor are to commence July 1, 2010 for a three-year contractual agreement with options to extend for up to two additional one-year periods.
3. **Compensation:** The compensation to be paid to Contractor shall be at the rate as set forth in Attachment A, which is attached hereto and incorporated herein. The amount of compensation, \$136,885 per year plus a 20% contingency of \$27,000 for a total of up to \$163,885 will be for the first 12 months of the contract.

The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. **This request must be in writing sixty (60) days prior to the end of the 12 month period.** Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.

4. **Employment of Other Contractors:** Contractor will not employ or otherwise incur an obligation to pay other contractors or experts for services in connection with this Agreement without the prior written approval of the Town.

5. **Liability of Members and Employees of Town:** No member of the Town and no other officer, employee or agency of the Town shall be personally liable to Contractor or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Contractor or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
6. **Indemnification of Town:** Contractor hereby agrees to defend, indemnify and save harmless the Town, its officers, agents, employees and servants, from and against any and all claims, liability or obligations based on negligence or willful misconduct brought on account of or arising out of any acts, errors or omissions of Contractor undertaken pursuant to this Agreement. The Town has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Contractor's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
7. **Contractor Not an Agent of Town:** Contractor is not an agent of the Town, and the Town retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Contractor, its officers, employees and agents shall not have any power to bind or commit the Town to any decision or course of action, and Contractor, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the Town or that it or they have the power to bind or commit the Town.
8. **Independent Contractor:** It is understood that Contractor, in the performance of the work and services agreed to be performed by Contractor, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Contractor shall obtain no rights to retirements benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.
9. **Ownership of Work:** All documents furnished to Contractor by Town and all reports and supportive data prepared by Contractor by this Agreement are Town's property and shall be given to Town at the completion of Contractor services. Town acknowledges that documents and supportive data prepared by Contractor have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Town reuses such documents prepared by Contractor for purposes other than those contemplated under this agreement without the written consent of Contractor, the Town will hold harmless, indemnify and defend the Contractor, its agents, subcontractors and employees from any and all claims arising out of such reuse.

10. **Compliance with Laws:**

A. **General:** Contractor shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Contractor represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Contractor to practice its profession.

Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Contractor to practice its profession. Contractor shall maintain a Town of Danville Business License.

B. **Worker's Compensation:** Contractor certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor certifies that it will comply with such provisions before commencing performance of this Agreement.

C. **Injury and Illness Prevention Program:** Contractor certifies that it is aware of and has complied with the provisions of California Labor Code, Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. The Town is not responsible or liable for Contractor's failure to comply with any and all of said requirements.

11. **Insurance:**

A. **Minimum Scope of Insurance:**

1. Contractor agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

2. Contractor agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

3. A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide coverage for One Hundred Thousand Dollars (\$100,000.00) Employers' Liability (Coverage B).

4 All of the following endorsements are required to be made a part of each of the required policies, except for the Workers' Compensation, Employers' Liability, and Errors and Omissions policies as stipulated below:

(a) "The Town of Danville, its employees, officers, agents and contractors, are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance of the Town of Danville may possess, including any self-insured retention the town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

6. Contractor shall provide to the Town all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

2. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept of file with the Agency Secretary at all times during the term of this Agreement.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retention's must be declared to and approved by the Town. At the Town's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

12. Assignment Prohibited: Neither the Town nor Contractor may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

13. Equal Employment Opportunity: Contractor is an Equal Opportunity employer and agrees to comply with applicable regulation governing equal employment opportunity.

14. Termination of Agreement:

A. The Town may cancel the contract or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice to the Contractor. If the Town decides to cancel this contract for failure to perform satisfactorily, the cancellation shall be effective upon giving fifteen (15) days written notice to the Contractor.

The Town requires a minimum sixty (60) days notice if the Contractor must terminate the contract for any reason. If the Contractor does not supply sufficient notice, the Contractor will be held liable for any costs the town may incur necessary to getting the work done until a new contract is awarded. The Town, at its option, may renew this contract twice for a period of one year each, beginning on July 1, 2013 and July 1, 2014. This option will be exercised only if the contractor has demonstrated superior

performance in provision of landscape maintenance services to the Town.

B. In the event termination is without cause, Contractor shall be entitled to any compensation owing to its hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payments; provided, however, that Contractor shall be entitled to compensation for work in progress at the time of termination.

15. **Amendment:** This Agreement constitutes the complete and exclusive statement of the Agreement to Town and Contractor. It may be amended or extended from time to time by written agreement of the parties hereto.

16. **Litigation Costs:** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

17. **Time of the Essence:** Time is of the essence of this Agreement.

18. **Written Notification:** Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Town of Danville
Maintenance Services Department
510 La Gonda Way
Danville, CA 94526

If to Contractor: New Image Landscape Company
3250 Darby Common
Fremont, CA 94539

19. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

21. **Venue:** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date first above written.

TOWN OF DANVILLE

CONTRACTOR

By: 
Joseph A. Calabrigo - Town Manager

By: 
Representative of New Image
Landscape Company
Date Signed: 6-21-10

APPROVED AS TO FORM
By: 
Robert B. Ewing - City Attorney

**INVITATION FOR BID (IFB)
MULTI STEP BIDDING OF**



**ZONE B - ROADSIDE
LANDSCAPE MAINTENANCE
SERVICES**

**TOWN OF DANVILLE
MAY 2010**

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**INVITATION FOR BID (IFB):
MULTI-STEP BIDDING OF
ZONE B – ROADSIDE LANDSCAPING
LANDSCAPE MAINTENANCE SERVICES
FOR THE TOWN OF DANVILLE**

I. INTRODUCTION AND GENERAL INFORMATION

The Town of Danville is seeking proposals for a contract for landscape maintenance services.

It is the intent of the Town of Danville to identify and establish long term relationships with highly qualified contractors. To achieve the best level of service, the Town believes that the relationship must be based on mutual trust and respect. The performance of the successful Contractor will have a direct impact on the Town's provision of quality service to the residents of Danville. As such, teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

**LEGAL NOTICE
NOTICE TO CONTRACTORS: CALL FOR BIDS**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Danville, State of California, hereby calls for sealed bid proposals to be received by the City Clerk of the Town of Danville, 510 La Gonda Way, Danville, California **on or before Wednesday, May 19, 2010, at 2:00 p.m.**, U.S. Pacific Time Zone.

Description of work. These bids shall cover the furnishing of all labor, material, equipment, mechanical workmanship, transportation and services which are required for: **Town of Danville Landscape Maintenance Services.**

The bid envelope is to be addressed to: Sealed Bid, Town of Danville, City Clerk, 510 La Gonda Way, Danville, CA 94526, and have the name of the project noted thereon.

At 2:00 p.m. on May 19, 2010, the Bid proposals will be taken by the City Clerk of the Town of Danville, 510 La Gonda Way, Danville, CA. The bids **will not** be publicly read by the City Clerk or his/her authorized representative.

The bids, together with a report of the bidders, will be presented to the Danville Town Council, on June 15, 2010 at 7:30 p.m. in the regular meeting room of the Town Council in the Town Meeting Hall, 201 Front Street, Danville, California.

The Contractor shall possess a Class C-27 license, Flagger/Lane closure MUTCD certification, applicators license and must be IPM certified/trained at the time this contract is awarded or able to obtain certification within six months. The bids for this work shall be submitted in accordance with specifications prepared by the Town as authorized by the Town Council, and as required by law. The Contractor must abide by all state and local prevailing wage requirements.

Prospective bidders can obtain copies of the specifications for the work from the Town of Danville, 510 La Gonda Way, Danville, CA at the following nonrefundable costs:

Project specifications: \$30.00 per set. If mailing is desired, an additional nonrefundable cost of \$5.00 each will be required for mailing and handling.

Checks or money orders must be made payable to the TOWN OF DANVILLE.

A. BIDDING METHOD

The bidding award determination will be a multi-step process. Bidders will be required to submit a statement of qualifications and an **UN-PRICED** Management and Technical Proposal describing the proposed service delivery method in a sealed envelope marked "Management and Technical Proposal." Along with that submission, bidders will be required to submit a second sealed envelope marked "Price Proposal."

1. Step 1

A selection committee will evaluate the Management and Technical Proposal based on a management proposal, technical proposal, staffing information, safety information, and the contractor's implementation plan. Management and Technical Proposals will be assigned a point value by a selection committee based on bidder's response to the proposal.

2. Step 2

After the Management and Technical proposals are assigned a point value, the sealed "Price Proposal" envelopes will be opened. The Price Proposals will be assigned a point value based on the bid prices. Prices deemed to low will not be considered the lowest **responsible** bid price and therefore not receive the best point score.

The sum of the technical and price score will be the total score for the proposal.

The Town of Danville reserves the right to make individual inquiries with the Contractor during the evaluation process, including but not limited to, extensive interviews with Contractor's proposed site managers, the Contractor's references, and other parties that have knowledge of Contractor's work performance.

B. WEIGHING CRITERIA

The Price proposal will be weighted 75% and the Management and Technical proposal 25% toward the Contractor's overall score.

C. PRE-BID CONFERENCE

A pre-bid conference will be held at **9:00 a.m., Tuesday, May 4, 2010** at the Town Service Center, 1000 Sherburne Hills Road, Danville 94526. The purpose of the pre-bid conference is to respond to prospective bidders' inquiries.

D. CONTACT PERSON

Questions concerning this IFB should be directed to Mark Hegeman, Maintenance Supervisor, at (925) 314-3423 or Jed Johnson, Maintenance Manager, at (925) 314-3419.

II. SPECIAL PROVISIONS FOR LANDSCAPE MAINTENANCE

A. SCOPE OF SERVICE

The Contractor shall furnish all labor, materials, and equipment required to satisfactorily perform the landscape maintenance required by the Town.

Maintenance of the various areas shall include, but is not limited to, turf maintenance, weed control, plant maintenance, plant installation, and pest management.

The Contractor **shall furnish the Town within thirty (30) days after approval of the contract**, a work schedule showing the proposed dates and time of work for the location shown on the proposal.

There are no restrictions to work methods used by the Contractor to accomplish the work except minimum standards noted in Section G.- Landscape Maintenance Specifications. Generally, turf and plant material shall be maintained in a healthy, well-groomed condition, and all areas shall be kept weed free.

B. TERM OF SERVICE

The term of the contract will be from July 1, 2010 through June 30, 2013. The Town may cancel the contract or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice to the Contractor. If the Town of Danville decides to cancel this contract for failure to perform satisfactorily, the cancellation shall be effective upon giving fifteen (15) days written notice to the Contractor.

The Town, at its option, may renew this contract twice for a period of one year each, beginning on July 1, 2013 and on July 1, 2014. This option will be exercised only if the contractor has demonstrated **superior performance** in provision of landscape maintenance services to the Town.

Pricing entries in Section II - Price Proposal will be for the first 12 months of the contract. The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing thirty (30) days prior to the end of the 12 month period.

C. WORK HOURS

The Contractor shall schedule operations not to begin prior to 7:30 a.m. and to conclude by 4:00 p.m. Monday through Friday and shall not schedule operations on Saturdays and Sundays. The Contractor shall schedule work crews **to be present** in the Town of Danville **Monday through Friday, with the exception of legal holidays or days agreed upon 48 hours in advance** by the Contractor and the Maintenance Services Manager or a designated representative. Deviation from the above will not be permitted except by written permission of the Maintenance Services Manager or designated representative. At School Parks, the Contractor must coordinate all maintenance activities with school physical education

departments and school recess activities and must comply with the Town's Integrated Pest Management (IPM) policy.

From time to time the Town may take on improvement projects or other construction at sites herein described; the Contractor shall cooperate with the Town or its agents while said work is underway.

D. WORKMANSHIP AND QUALITY LEVEL

All work shall be performed by experienced gardeners directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision **daily** through a competent foreman as required to implement modern methods and newly developed horticultural procedures.

The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the Town to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal **daily** supervision to the work and be available for consultation with the Maintenance Services Manager or designated representative, a minimum of once per month, at a schedule mutually agreed upon.

E. CORRECTIVE WORK

The Contractor shall perform the work herein provided under the direction, and to the satisfaction, of the Maintenance Services Manager or designated representative. The Inspector may make inspections any time and request from the Contractor corrective work. If corrective work is required, the Town will provide a written list of items, the Contractor shall correct the deficiencies within 48 hours. If deficiencies are not corrected, the Town will deduct from the Contractor's payment, pro rata, and those applicable portions of the monthly contract sum.

F. LOCATIONS

Maps are provided in Appendix A detailing locations of each of the zones for this contract. It is the responsibility of the Contractor to verify locations and inventories. The areas to be maintained and approximate inventory of turf and landscape areas are as follows:

ROADSIDES - ZONE B

Location B-1 & B-2 Camino Tassajara

Approximate inventory:

- 14,500 l.f. of roadside landscape
- 7,550 l.f. of median landscape
- 2,950 l.f. of weed abatement areas
- 1.5 acres at Sycamore Valley Open Space Trailhead
- Town Service Center grounds at 1000 Sherburne Hills Road
- 6.0 acres of roadside turf
- 4,000 l.f. of trail maintenance

Location B-3 & B-4 Camino Tassajara

Approximate inventory:

- 11,600 l.f. of roadside landscape areas
- 7,100 l.f. of median landscape areas
- 2,250 l.f. of weed abatement areas
- 4.8 acres of roadside turf
- 1,450 l.f. of trail maintenance

Location B-5 Camino Tassajara/Tassajara Ranch/Crow Canyon

Approximate inventory:

- 6,450 l.f. of roadside landscape areas
- 6,500 l.f. of median landscape areas
- .3 acres of roadside turf
- 250 l.f. of trail maintenance

Location B-6 & B-7 Camino Tassajara/Lawrence Road

Approximate inventory:

- 950 l.f. of median landscape areas
- 1,750 l.f. of weed abatement areas
- .6 acres of roadside turf
- 6,450 l.f. of roadside landscape areas
- Diablo Vista School Frontage Landscaping - approximately .4 acres of turf,
- Parking lot landscape islands and sports field turf is **not included**
- 3,700 l.f. of trail maintenance
- Lawrence Road weed abatement

G. LANDSCAPE MAINTENANCE SPECIFICATIONS

The work at all locations shall consist of the following:

The contractor shall furnish all labor, materials, tools, services and special skills necessary for the provision of grounds, and landscape maintenance services from beginning to end of the contract. The work shall include, but is not limited to:

- A. Turf maintenance
- B. Weed control
- C. Perennial, shrub and groundcover maintenance
- D. Plant Installation
- E. Pesticide application

SECTION A TURF MAINTENANCE

Turf maintenance shall consist of mowing, trimming, fertilization, pest control and any other procedure consistent with good horticultural practices, to ensure normal, vigorous, and healthy growth of turf areas.

1. MOWING

- a. Turf shall be mowed a **minimum** of once per week from March 1 through October 31, bi-monthly in November and February, and once per month in December and January, or as needed to maintain specified mow heights.
- b. The cutting edges of all mowing equipment shall be kept sharp.
- c. Mowers will also be adjusted and operated so that the grass is cut in a uniform height.
- d. Papers, rubbish and debris shall be removed by the Contractor prior to mowing.
- e. Turf shall be cut to a height of 2 inches from November to February and to a height of 1 1/2 inches from March through October. Height adjustments are made in small increments over one month's time beginning October 1 and March 1 each year.
- f. Contractor shall refrain from mowing if the turf is saturated with water, or if standing water is present. Before mowing, the Contractor shall walk over the areas to be mowed. If water puddles under the feet when walking, then mowing within the saturated areas shall be postponed until the excess water has drained, infiltrated, or evaporated or at the direction of the Maintenance Services Manager or designated representative.
- g. When lawns cannot be cut on the scheduled day due to rain, the lawns must be cut as soon as weather and ground conditions permit or at the direction of the Maintenance Services Manager or designated representative.
- h. Contractor shall not mow, walk, or use any piece of equipment within the turf areas when frost is present as this may result in damage to the plant tissue.
- i. Lawn clippings shall only be removed if damage to the turf will occur from excessive clumping. When leaves are present and inhibiting growth or health of turf they will be removed prior to mowing.
- j. Double cutting will be permitted in lieu of clipping removal if it eliminates excessive clumping.
- k. The mowing of all contiguous turf areas shall be completed on the same day.

- l. **All edges shall be trimmed with every other mowing.** This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.
- m. The trimming shall be done by power edger's or by hand, but in no case will soil sterilants or other types of weed killers be permitted without prior written approval of the Maintenance Services Manager or designated representative. Fencing is to remain free of clumps of cut grass.
- n. Trim around sprinkler heads with string trimmers to provide maximum water coverage.
- o. Special care shall be taken to avoid damage to the tree trunks, shrubs, sprinklers, buildings, light poles and other structures. If damage is caused by the Contractor's equipment, the Contractor shall be responsible for the cost of repairs or replacement of the damaged item.
- p. A 36" diameter circle, clear of turf and weeds, shall be maintained around trees in turf areas at all sites.

2. FERTILIZE TURF

- a. All turf areas shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1 and September 1. Intent is to maintain turf in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances.
- b. All fertilizer shall be approved by the Town prior to application. The fertilizer program shall consist of the following:

April 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet
June 1	Best Fairway Gold	24-3-16	6 lbs per 1,000 square feet
September 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet

- c. **The Contractor shall provide the Town with a schedule of aeration and fertilization a minimum of 30 days in advance of said operation to comply with the Town of Danville Integrated Pest Management Program..** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or his designated representative. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

3. TURF AERATION

- a. All turf areas shall be aerated three times per year: Aerations should precede each fertilization. Approximate dates are April 1, June 1 and September 1. The Contractor is responsible for marking of irrigation facilities so as not to damage them during aeration operation. The Town will provide a staff person to run the controller for locating sprinkler heads.
- b. Aeration shall be core-type with minimum plug size ½ inch diameter by 3 inches deep. Plugs to remain on turf.
- c. **The Contractor shall provide the Town with a schedule of aeration and fertilization a minimum of 30 days in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or his designated representative.

4. EXTRA MOWING

- a. Extra mowing will be required for specific areas of turf to address issues such as differential growth height and seasonal growth patterns. If the entire site is mowed, the costs shall be those covered by Section 1 – Mowing of the Turf Maintenance Specifications
- b. Cost for extra mowing will be compensated at the rates shown on the price proposal for each size of mower listed.
- c. The contractor shall include in the price proposal for all labor and equipment associated with extra mowing.
- d. Extra mowing shall be all hourly costs of turf mowing with the specified mower size (21”-48”) including transportation and safety equipment to perform “Mowing”.
- e. The hourly cost shall be the actual number of hours the equipment is in operation at the site location.

5. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:
 - 1, 9, 17, 25, 33, 41 - Mowing, per occurrence
 - 2, 10, 18, 26, 34, 42 - Fertilize Turf, per occurrence
 - 3, 11, 19, 27, 35, 43 - Turf aeration, per occurrence
 - 56 – 21” Extra Mowing, per hour
 - 57 – 36” Extra Mowing, per hour
 - 58 – 48” Extra Mowing, per hour

b. Payment

1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION A

SECTION B WEED CONTROL

The objective is to maintain all landscaped and roadside areas in a weed-free condition. Weeds shall not be allowed to be present for more than 30 days or to reach a size of more than six inches at any time. One occurrence is a one-month period of Weed Control.

1. LANDSCAPED AREAS/PATHWAYS/TRAILS

- a. Weeds may be controlled by chemical, mechanical or hand weeding as needed. Pathways/trails need to be maintained in a weed free condition as well as a 3' band on either side of the pathway/trail. Contractor must adhere to the Town's Integrated Pest Management (IPM) policy when using chemicals on or near school grounds or residential areas.
- b. Ground cover and shrub or flowerbeds shall be weed-free.
- c. Pathways, and hard surface areas (sidewalks, cobbles, curbs, etc.) shall be weed-free.
- d. The bases of trees, posts, signs, rails shall not show weed growth; the foundations of weeds be carefully trimmed away
- e. At no time shall weeds, which have been killed by spray, be allowed to remain; all such weeds shall be carefully trimmed away.
- f. Contractor shall assume landscape areas in "as is condition" and maintain them to a weed free condition.
- g. The application of pesticides, herbicides, pre-emergents and weed killers associated with weed control shall be included in the cost of this item. Refer to Section E – Pesticide Application for spraying specifications

2. OPEN SPACE AREAS

- a. The Contractor shall be responsible for abating weeds and other naturally occurring vegetation in open space or riparian areas within the project site. The work shall be performed as required by the Fire Marshal of the San Ramon Valley Fire Department or the Town of Danville Maintenance Manager, and in accordance with this section. The weed abatement operation shall be performed in a manner which eliminates the fire hazard associated with dry weeds, and which reduces any visual blight.
- b. The weed abatement operation may be performed with any of the following equipment according to the following criteria. The Contractor shall use care when performing work adjacent to existing trees to avoid damaging any surface roots.

1. A rotary mower can be used provided the blade removes the vegetation to within 2 inches of the finish grade. The mower must capture all clippings so they can be removed from the site or can be collected manually.
 2. A discing attachment towed behind a tractor may be used provided the resulting surface area has at least 50% exposed soil when the discing is complete. No weeds shall remain in a vertical position after the discing wheels pass.
 3. A rototiller may be used provided the resulting surface area has at least 50% exposed soil when the operation is complete. No weeds shall remain in a vertical position after the rototiller passes.
- c. The Contractor shall carry a 4A:40BC or larger fire extinguisher on the tractor, or within convenient reach, at all times during the weed abatement operation. The Contractor shall recognize that dry grasses pose a significant fire hazard from late Spring to early Winter, and should therefore use all necessary precautions to assure that no fires are ignited during the weed abatement operation.
- d. The Contractor shall remove from the site all miscellaneous debris or rubbish discovered during the weed abatement operation.

3. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:
- 4, 12, 20, 28, 36, 44 – Landscape Areas/Pathways/Trails Weed Control, per occurrence
 - 5, 13, 21, 29, 37, 45, 49 – Open Space Weed Control, per occurrence
- b. Payment
1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications. Payments will be made on the items completed each month.

END OF SECTION B

SECTION C
PERENNIAL, SHRUB AND GROUND COVER MAINTENANCE

All planted areas shall be maintained at least once per month unless otherwise noted in these specifications. The contractor shall provide a written monthly schedule that indicates the day of the month that each location covered by this contract is maintained. This includes, but is not limited to, weeding, raking, litter removal and leaf removal. One occurrence of Landscape Clean-up is a one month period of this item of work.

1. SHRUB AND GROUND COVER PRUNING

- a. Inspect planters monthly for dead or damaged plants and for signs of disease or pest damage. Remove dead, dying or unsightly plant material immediately. Maintain list of removed plant material with locations and dates of removal. Provide this list to the Town monthly.
- b. Trim hedge, and/or prune shrubs three times per year to insure natural growth, flowering, and aesthetic shaping. Restrict growth of shrubbery and groundcover to six inches behind curbs, sidewalks, and planter beds by trimming or edging
- c. Trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of weed killers be permitted without prior written approval of the Maintenance Services Manager or designated representative.
- d. Special care shall be taken to avoid damage to existing plant material and irrigation systems. The contractor is responsible for damage to irrigation systems and for replacement of damaged plant material.
- e. Ground cover, where applicable, will be mowed annually and raked clean.

2. SHRUB AND GROUND COVER FERTILIZING

- a. All shrub and groundcover areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. The intent is to maintain plants in good condition with horticulturally acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. Fertilizer applications are to coincide with pruning and monthly clean up cycles to insure that the fertilizer reaches the soil.
- b. All fertilizer shall be approved by the Town prior to application. The fertilizer program shall consist of the following:

March 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet
September 1	Best Triple Pro	15-15-15	5 lbs per 1,000 square feet

- c. **The Contractor shall provide the Town with a schedule of fertilization a minimum of 30 days in advance of said operation.** No deviation from this schedule shall be permitted unless approved by the Maintenance Services Manager or designated representative. Fertilization at school sites shall be done only after the necessary notification and posting has been done to comply with the Town of Danville’s IPM program and at times when no children are present. The contractor shall promptly clean all walks and hardscape of excess fertilizer.

3. SHRUB AND GROUND COVER LANDSCAPE CLEAN UP

- a. Contractor shall be responsible for clean up of associated areas such as sidewalks, walkways, gutters, and any other areas that may be affected by contractor maintenance activities on a monthly basis.
- b. Leaves shall be removed monthly as necessary from planted areas and adjacent hardscapes and disposed of to maintain a neat appearance at all sites.
- c. Landscaping and maintenance debris, such as weeds, leaves, and trimmings shall be remove from the site and disposed of.
- d. Police all landscape areas to remove all litter, including broken glass or other such debris.
- e. All landscape debris may be disposed of at the Danville Town Service Center, 1000 Sherburne Hills Road in the designated area.

4. EXTRA WORK

- a. Included in this section is an hourly landscape gardener item for extra work items. The landscape gardener must have the skills and knowledge to perform the tasks associated with the work described in this section. The hourly cost shall include transportation, equipment (including small power tools) and a vehicle capable of transporting landscape equipment and debris.

5. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:
 - 6, 14, 22, 30, 38, 46 – Shrub and Ground Cover Pruning, per occurrence
 - 7, 15, 23, 31, 39, 47 - Shrub and Ground Cover Fertilizing, per occurrence
 - 8, 16, 24, 32, 40, 48 – Monthly Landscape Clean-up, per occurrence
 - 55 – Landscape Gardener, per hour

b. Payment

1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications. Payments will be made on the items completed each month.

END OF SECTION C

SECTION D PLANT INSTALLATION

From time to time, the Town will require new plant material to be installed on an extra work basis. Pricing for this item will be to install a minimum of 25 shrubs or 5 trees per occurrence.

1. PLANTING OF TREES AND SHRUBS

- a. No planting shall occur during weather conditions which will adversely affect materials nor when soil is in a muddy condition.
- b. Plant pits shall be as at least twice the width of the root ball. Plant pits shall be roughly cylindrical. The walls and bottoms of plant pits shall be scarified.
- c. Plants shall be carefully removed from containers. In no case shall cans be broken open with axe, mattock or similar article.
- d. If plants do not have young feeder roots showing at the edge of the container, loosen their roots and cut in a few places to encourage new feeder root development along the perimeter of the root ball.
- e. Soil excavated from plant holes shall be amended an approved soil conditioner, such as, nitrolized redwood, and mixed at a ratio of 3 parts soil, one part soil conditioner. Provide fertilizer tabs/packets as required per plant.
- f. Shrubs and trees shall be set true and plumb with the top of the root ball, as grown in the nursery can container and be planted one inch above finish grade. The Contractor shall be responsible for any settling and shall raise and replant any plants whose crown settles below the finish grade.
- g. Place backfill in bottom of plant pit and tamp center of hole to approximately 85% relative compaction. The bottom of the plant pit, outside of root ball footprint, can be in a less compacted state. After placing plant ball as detailed, firm backfill around ball of roots of plant and water thoroughly.
- h. Except where a plant is in a lawn area or where a single plant space is otherwise edged, form a berm or ridge of soil in a neat circle at the drip-line of each tree and shrub, to facilitate watering and hold top mulch.
- i. Immediately after planting trees, securely stake or guy with two - 2" diameter lodge pole stakes. Place one tie per stake six inches below the tree canopy in figure eight pattern with a loop large enough to allow for two (2) years of growth.
- j. Water plants immediately after installation to ensure saturation of plant pit and root ball.

2. MEASUREMENT AND PAYMENT

a. Measurement of the following bid items shall be as follows:

50 - 15 gallon tree, per item

51 - 5 gallon shrub, per item

52 - 1 gallon shrub, per item

b. Payment

1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION D

SECTION E PESTICIDE APPLICATION

The use of pesticides is for weed control as described in Section B and for extra work in certain cases to control plant diseases and for pest control.

1. PESTICIDE APPLICATION

- a. A pesticide program should be used **only** within an overall pest management program that embraces Integrated Pest Management (IPM) principals, which includes nontoxic methods and adheres to the regulations set forth by the California Department of Pesticide Regulations. This pesticide program must adhere to the Town of Danville's specific IPM program where applicable. Contractor must be **'IPM certified/trained'** or obtain certification within the first six months of the contract.
- b. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.
- c. A listing of proposed chemicals to be used including: commercial name; application rates; and type of usage shall be submitted to the Manager or designated representative for approval at the commencement of the contract. No work shall begin until written approval of uses is obtained from the Maintenance Services Manager or designated representative.
- d. Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The contractor shall submit a pesticide use quarterly report to the Town within 30 days from the end of each three-month period.
- e. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- f. Chemicals shall be applied when air currents are still to prevent drifting onto adjacent property and to prevent any toxic exposure to persons whether or not they are in or near the area of application.
- g. The Maintenance Services Manager or designated representative shall be notified immediately of any disease, pests or unusual conditions that might develop.
- h. The Contractor shall provide costs as described in the price proposal for all labor and equipment associated with pesticide application. The cost of the pesticides is not included in the price proposal. The Town will pay an additional amount equal to the actual cost of the pesticide applied.

- i. Additional backpack spraying shall be all hourly costs of a qualified pest applicator including transportation and safety equipment to perform “Backpack Spraying”.
- j. Additional spray rig spraying shall be the hourly cost of a qualified pest applicator including transportation, safety equipment, and a 50-gallon (minimum size) powered spray rig to perform “Spray Rig Spraying”.
- k. The hourly cost shall be the actual number of hours the equipment is in operation at the site location.

2. MEASUREMENT AND PAYMENT

- a. Measurement of the following bid items shall be as follows:

- 53 - Back Pack Spraying, per hour
 - 54 - Spray Rig Spraying, per hour

- b. Payment

- 1. Payment for these items shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary for the completion of all of the work in this section of these specifications.

END OF SECTION E

**SECTION F
GENERAL SPECIFICATIONS**

1. MATERIALS AND EQUIPMENT

The Contractor shall, at all times, furnish and maintain equipment necessary to perform work under this contract. If equipment breaks down, the Contractor is responsible to complete the work within 24 hours. If the Contractor is unable to complete the work within that time period, the Town will deduct the applicable portions, pro rata, from the payment to the Contractor. The materials shall include, but are not limited to:

- a. All necessary gas, oil, and parts for all equipment
- b. All necessary fertilizers and pesticides
- c. All necessary horticultural supplies

2. IRRIGATION

- a. All irrigation shall be controlled, scheduled, and operated only by the Town. The Contractor has no direct responsibilities for irrigation activities.
- b. All damage done to irrigation systems due to Contractor's negligence shall be the responsibility of the Contractor and must be repaired within 24 hours at the Contractor's expense. If said repairs are not made, the Town will perform the work and deduct those costs from the payment to the Contractor. Damages due to theft or vandalism, not attributable to Contractor's negligence, shall be the responsibility of the Town.

3. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

The award of these contracts will not be based on the lowest overall bid, but on the combination of the contractor's qualifications and the level of service that will be provided.

The Town may, at its own discretion, advise the Contractor to increase or decrease the frequency of line items in the price proposal. The contractor is not entitled to any anticipated profit for work not performed.

The work performed shall be done in accordance with the Town of Danville Landscape and Irrigation Standard Details.

4. Traffic Control

Prior to work in traffic zones, the Contractor shall submit a traffic control plan. All traffic control plans shall be reviewed and approved by the Maintenance Services Manager and/or Town Traffic Engineer. All traffic control work shall conform with **2003 MUTCD Caltrans Standard Specifications – Part 6, ‘Temporary Traffic Control’** to ensure safe flow of traffic and safety of workers in traffic zones.

All flagging costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore. **A properly trained and certified person must be in charge of all lane closure operations.**

Cones and barricades properly marked shall be used to delineate the traffic lane closures. Access to driveways shall be maintained at all times. No traffic lanes may be closed before 9:00 a.m. or after 4:00 p.m. without written permission from the Maintenance Services Manager or designated representative.

When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Services Manager or designated representative, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Services Manager or designated representative.

III. STANDARD SPECIFICATIONS

A. INSTRUCTIONS TO BIDDERS

1. Acknowledgement of Addendum

Bidders shall acknowledge receipt of any addendum to the solicitation by signing and returning the addendum with the bid. The acknowledgement must be received by the Town of Danville by the time and at the place specified for receipt of bids. Failure to do so will result in bid being considered non-responsive.

2. Bid Acceptance Period

Any bid submitted as a result of the solicitation shall be binding on the bidder for 60 calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

3. Bid Form Submission

Both the "Management and Technical Proposal" and the "Price Proposal" of the bid form should be completed with each being clearly marked and submitted in separate sealed envelopes. The two separate envelopes should then be placed in one larger envelope for submission to the Town of Danville, 510 La Gonda Way, Danville, CA 94526, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office.

Failure to submit prices on the bid forms provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The Town of Danville reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the Town of Danville may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price or delivery of the service.

4. Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently, and not for the purpose of restricting competition. Any consultation, communication, or agreement with any other bidder or competitor relating prices, intention to submit a bid, or the methods or factors used to calculate the prices bid is prohibited.

5. Collusion Among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The local government may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different name may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary contractors submitting a bid for the work.

6. Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered.

7. Qualifications of Bidders

The bidder may be required before the award of any contract to show to the complete satisfaction of the Town of Danville that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the Town of Danville in regard to the bidder's qualifications. The Town of Danville may make reasonable investigations deemed necessary and proper, including visiting the bidder's facilities and contacting references, to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of Danville all information for this purpose that may be requested. The Town of Danville reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town of Danville that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (d) The quality of performance of previous contracts or services.

B. General Terms and Conditions

1. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Danville all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of California that relate to the particular goods or services purchased or acquired by the Town of Danville under said contract.

2. Applicable Law

The contract shall be governed in all respects by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The contractors shall comply with applicable federal, state, and local laws and regulations.

3. Assignment

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Town of Danville.

4. Certificates and Licenses

The contractor shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the Town of Danville no later than ten days after the contractor receives the notice of award from the Town of Danville. Current copies of licenses and certificates shall be provided to the Town of Danville within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: professional licenses or certificates in the field of pest control application and “IPM Certification”.

5. Change in Scope of Work

The Town of Danville may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Town of Danville and the contractor.

If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the Town of Danville in writing of this belief. If the Town of Danville believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

6. Cost Reimbursement

The contractor agrees that payment by the Town of Danville to the contractor for materials used in the performance of any extra work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: The Town of Danville shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the suppliers' invoices or included in the contractor's invoice submitted to the Town of Danville that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job.

All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

7. Employment Discrimination

During the performance of the contract, the contractor agrees to the following:

- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an Equal Opportunity Employer.
- (c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor shall include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order of more than \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

8. Failure to Enforce

Failure by the Town of Danville at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Town of Danville to enforce any provision at any time in accordance with its terms.

9. Immigration Reform and Control Act of 1986

The contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

10. Indemnification

Contractor shall indemnify and hold harmless the Town of Danville and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Town.

11. Independent Contractor

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the Town of Danville; and the Town of Danville shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The Town of Danville shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the Town of Danville shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town of Danville for its employees.

12. Non-appropriation

All funds for payment by the Town of Danville under this contract are subject to the availability of an annual appropriation for this purpose by the Town of Danville. In the event of non-appropriation of funds by the Town of Danville for the services provided under the contract, the Town of Danville will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Town of Danville shall not be obligated under this contract beyond the date of termination.

13. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Town of Danville.

14. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the Town of Danville, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the Town of Danville. The rights of the Town of Danville are in addition and without prejudice to any other right the Town of Danville may have to claim the amount of any loss or damage suffered by the Town of Danville on account of the acts or omissions of the contractor.

15. Requirements Contract

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the Town of Danville shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Town of Danville for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the Town of Danville is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirements in the past. The contractor further understands and agrees that the Town of Danville may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

16. Termination for Convenience

The performance of work under the contract may be terminated by the Town of Danville in whole or in part whenever the Town of Danville determines that termination is in the Town of Danville's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

17. Termination for default

The contract shall remain in force for the full period specified and until the Town of Danville determines that all requirements and conditions have been satisfactorily met and the Town of Danville has accepted the work. Thereafter, applicable provisions of the

contract shall remain in force until the Town of Danville has determined that the contractor has met all requirements and conditions such as guarantees and warranties that relate to the work following the contract term. The Town of Danville shall have the right to terminate the contract sooner if the Town of Danville determines that the contractor has failed to perform satisfactorily the work required, as determined by the Town of Danville. In the event the Town of Danville decides to terminate the contract for failure to perform satisfactorily, the Town of Danville shall give to the contractor at least fifteen (15) days' written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the Town of Danville.

If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to provide satisfactory performance, the contractor shall be entitled to receive compensation for all reasonable, allocable, and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the Town of Danville prior to termination. In the event the Town of Danville terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the Town of Danville is required to expend to complete the work covered by the contract.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

18. Prevailing Wages

Pursuant to Section 1770, et seq., of the California Labor Code, the successful contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Danville Town Offices, 510 La Gonda Way, Danville, CA 94526. The Contractor shall submit **monthly**, certified payroll reports for work performed under this contract.

19. Insurance

In lieu of the insurance requirement, the minimum insurance required is shown of the Certification of Insurance Forms (page C-2a). The Contractor will have to provide commercial general liability insurance, auto liability insurance, and employer's liability insurance, each at \$1,000,000 per occurrence. In addition, the Contractor will have to provide proof of workers' compensation coverage. The successful bidder shall submit the Certification of Insurance properly executed by the carrier, with the contract documents.

The Contractor shall secure and maintain the required insurance policies and submit evidence that such insurance will be in force for the length of the contract. The policies shall specifically name the Town and its officers and employees as also insured.

All automobiles and trucks owned, non-owned or hired shall be covered for the above-mentioned public liability and property in amounts as stated above by rider or by special policies of insurance.

All policies of insurance required by this contract shall provide that the Town of Danville receive not less than 30 days' advance written notice of the cancellation, assignment, or change of any policy.

**TOWN OF DANVILLE
LANDSCAPE MAINTENANCE SERVICE
PART I. Management and Technical Proposal to the Town of Danville**

FORMATS

In order to maintain consistency, proposals must follow the same format as presented in this IFB. Beginning with Part I (Management & Technical Proposal Requirements), each response will reference heading number of the corresponding question. You do not need to re-type the questions. Attach this signature page to your Proposal.

Proposals will be typed on letter-size paper and stapled or otherwise bound.

COMPLETENESS

Answer all questions in your proposal. In cases where a question does not apply or you are unable to respond, reference the question number and title followed by "N/A" (Not Applicable). In all cases where you are unable to meet the specific requirements, reference the question number and title followed by "Decline to Respond." Briefly explain the reason for marking not applicable, not responding, or being unable to comply with the requirements.

PAGE NUMBERS

All pages in the main body of the proposal must be numbered. Attachments should be numbered or referenced separately.

BREVITY

The proposals should be concise, clear and easy to follow. "Bullet point" and list form is preferred to lengthy prose, provided responses are complete.

Company Name: _____

Address: _____

City and Zip _____

Phone _____

Authorized Signature _____

Date

A. MANAGEMENT AND TECHNICAL PROPOSAL RESPONSE (25 Pts.)

The Management Proposal portion will consist of an executive summary of approximately 150 words outlining the overall management approach the Contractor will take in performing the work set forth in performing landscape maintenance services for the Town of Danville, and a detailed management plan.

The detailed management plan portion of the Management Proposal will include, but not be limited to, the following:

1. Describe the benefits to the Town of Danville for using your company.
2. Describe why the Town of Danville should select your company over your competitors.
3. Transition implementation plan and approach that will be unnoticeable to Danville residents.
4. Scheduling process.
5. Communications plan and management.
6. Use of advanced technology.

The Technical Proposal portion will be a detailed document, including but not limited to, the following:

1. Work methods, practices and materials to be used.
2. List of equipment you would use in serving this contract.

B. STAFFING INFORMATION (25 pts.)

1. Attach a detailed organization chart for your company, or the local office that would service this contract. Include subcontracted and limited subcontractor services where they apply.
2. For the local office to serve this contract, list by category of personnel (e.g., project managers, account service representatives, supervisors and workers) the following:
 - Total number of staff
 - Names and qualifications of key staff including years in the industry and with your firm
 - Number of new hires for each category in the last six months
 - Number of employees that have special landscape certification, such as Qualified Applicators Certificate (QAC), Certified Landscape Technician (CLT), certified arborists or horticulturists
3. Describe details of your employee benefits (i.e., vacation, paid holidays, medical, dental) including:
 - Specific vacation periods
 - Number of paid holidays per year
 - Medical and dental benefits
 - Retirement benefits
 - Other benefits

4. Describe your employee training program and requirements. Indicate required training, participation level, hours, documentation (sign-in sheet or certification), agenda/content.

C. GENERAL INFORMATION TO BE INCLUDED IN MANAGEMENT AND TECHNICAL PROPOSAL (10 pts.)

1. Provide the following:

Company Name(s)
Address
Phone Number

2. List the name(s) and phone number(s) of your representative(s) who can be contacted regarding your proposal.
3. List the contractor license type you currently hold, the license number and the name of the individual to whom the license is issued. State the number of years your company has been a licensed contractor, performing this type of work.
4. Describe your business plan for the next five (5) years. What is your company policy/mission statement?
5. Provide at least five (5) references (name, company, name of contact, phone number, description of project and length of contract) for whom you have provided like services within the past 24 months.

D. CUSTOMER SERVICE INFORMATION (10 Pts.)

Describe in detail your existing customer service program and your anticipated program for the Town of Danville. Include details on how you will provide a seamless transition with customers during start up, how you will maintain customer relations, how you will monitor customer satisfaction, and how you will continuously improve.

E. MANAGEMENT SERVICES INFORMATION (10 Pts.)

1. Describe the current system you use to complete routine work orders, make major repairs, make minor repairs, and provide reports to the customer and your internal management.
2. Include details of your communication plan to assure proper communication between your representative and with Town's representative.

F. IMPLEMENTATION INFORMATION (10 Pts.)

1. Provide a chronological list of events/tasks involved in implementing service, and specify the estimated time to complete from the contract award date.
2. Submit a detailed discussion of realistic objectives that your company would propose to accomplish during the first twelve months service to the Town of Danville. The goals of those objectives will be to improve the quality of services provided with no increase in cost.

G. SAFETY INFORMATION (10 Pts.)

Describe in detail your Safety Program.

**TOWN OF DANVILLE
LANDSCAPE MAINTENANCE SERVICE
PART II. Price Proposal to the Town of Danville**

We have read the Town of Danville's Invitation for Bid for the delivery of landscape maintenance services and fully understand its intent. We certify that we have completed PART I. Management and Technical Response Form and submitted it in a separate envelope to certify that we have adequate personnel, equipment and facility(ies) to perform that work for which we are submitting a bid.

Payment schedule will be negotiated with successful bidder.

We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection committee.

It is understood that all information provided or required by the Invitation to Bid shall become public record upon delivery to the Town Offices.

Pricing entries will be for the first 12 months of the contact. The Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing thirty (30) days prior to the end of the 12-month period.

We agree to provide the Town such services in the manner described in the Invitation for Bids and our Management and Technical proposal for the following prices:

Company Name: _____

Address: _____

City and Zip _____

Phone _____

Authorized Signature _____

Date

**TOWN OF DANVILLE ZONE B-ROADSIDE LANDSCAPE MAINTENANCE SERVICES
PART II Bid Form (Submit by 2:00 p.m., Wednesday, May 19, 2010)**

ITEM	LOCATION	DESCRIPTION	ANNUAL QUANTITY	UNITS	UNIT PRICE	TOTAL
1	B-1	MOWING	40	PER OCCURRENCE		
2	B-1	FERTILIZE TURF	3	PER OCCURRENCE		
3	B-1	TURF AERATION	3	PER OCCURRENCE		
4	B-1	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
5	B-1	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		
6	B-1	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
7	B-1	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
8	B-1	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
9	B-2	MOWING	40	PER OCCURRENCE		
10	B-2	FERTILIZE TURF	3	PER OCCURRENCE		
11	B-2	TURF AERATION	3	PER OCCURRENCE		
12	B-2	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
13	B-2	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		
14	B-2	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
15	B-2	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
16	B-2	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
17	B-3	MOWING	40	PER OCCURRENCE		
18	B-3	FERTILIZE TURF	3	PER OCCURRENCE		
19	B-3	TURF AERATION	3	PER OCCURRENCE		
20	B-3	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
21	B-3	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		

22	B-3	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
23	B-3	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
24	B-3	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
25	B-3	MOWING	40	PER OCCURRENCE		
26	B-3	FERTILIZE TURF	3	PER OCCURRENCE		
27	B-3	TURF AERATION	3	PER OCCURRENCE		
28	B-4	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
29	B-4	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		
30	B-4	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
31	B-4	SHRUB & G.C. FERTILIZING	3	PER OCCURRENCE		
32	B-4	LANDSCAPE CLEAN-UP	12	PER OCCURRENCE		
33	B-5	MOWING	40	PER OCCURRENCE		
34	B-5	FERTILIZE TURF	3	PER OCCURRENCE		
35	B-5	TURF AERATION	3	PER OCCURRENCE		
36	B-5	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
37	B-5	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		
38	B-5	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		
39	B-5	SHRUB & G.C. FERTILIZING	2	PER OCCURRENCE		
40	B-5	LANDSCAPE CLEANUP	12	PER OCCURRENCE		
41	B-6	MOWING	40	PER OCCURRENCE		
42	B-6	FERTILIZE TURF	3	PER OCCURRENCE		
43	B-6	TURF AERATION	3	PER OCCURRENCE		
44	B-6	LANDSCAPE AREA WEED CONTROL	12	PER OCCURRENCE		
45	B-6	OPEN SPACE WEED CONTROL	2	PER OCCURRENCE		
46	B-6	SHRUB & G.C. PRUNING	3	PER OCCURRENCE		

47	B-6	SHRUB & G.C FERTILIZING	2	PER OCCURRENCE		
48	B-6	LANDSCAPE CLEANUP	12	PER OCCURRENCE		
49	B-7	OPEN SPACE WEED CONTROL	21	PER OCCURRENCE		
50	ANY LOCATION	15 GALLON TREE	1-25	PER ITEM		
51	ANY LOCATION	5 GALLON SHRUB	1-50	PER ITEM		
52	ANY LOCATION	1 GALLON SHRUB	1-200	PER ITEM		
53	ANY LOCATION	BACKPACK SPRAYING	1	PER HOUR		
54	ANY LOCATION	SPRAY RIG SPRAYING	1	PER HOUR		
55	ANY LOCATION	LANDSCAPE GARDENER	1	PER HOUR		
56	ANY LOCATION	21"-EXTRA MOWING	1	PER HOUR		
57	ANY LOCATION	36"-EXTRA MOWING	1	PER HOUR		
58	ANY LOCATION	48"-EXTRA MOWING	1	PER HOUR		
					TOTAL	

The quantities given are estimates only, being given as a basis for comparison of price proposals. The Town does not, expressly or by implication agree that the actual amount of work will correspond therewith. The Town reserves the right to increase or decrease the amount of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Maintenance Services Manager. No allowance for anticipated profit on work that is deleted or decreased.

Company Name: _____

Address: _____

City and Zip/phone: _____

Authorized Signature/date: _____