



City of San Leandro

Meeting Date: July 18, 2016

Staff Report

File Number: 16-351 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.L

TO: City Council

FROM: Chris Zapata
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report to Approve a Sole-Source Non-Professional Services Agreement in the Amount of \$211,500 with United Storm Water, Inc. to Install Full Trash Capture Devices in Various City Storm Drain Catch Basins

SUMMARY AND RECOMMENDATIONS

This project will allow the City to achieve 70% trash reduction from the City storm drain system by 2017 as required by Municipal Regional Stormwater NPDES Permit (MRP) 2.0, adopted by the Regional Water Quality Control Board November 19, 2015.

Staff recommends City Council adopt a Resolution approving a sole-source Non-Professional Services Agreement in the amount of \$211,500 to United Storm Water, Inc. to install full trash capture devices (TCDs) in up to 400 storm drain catch basins within the City.

Staff recommends a sole source contract for the installation of these TCDs with United Storm Water, Inc. because this vendor manufactured and installed the Phase I TCDs in the City back in 2010.

BACKGROUND

In 2010, the City installed full TCDs in 250 catch basins through a grant from the Association of Bay Area Governments. This installation (Phase I) was done to help meet the 40% trash reduction goal by July 1, 2014, as required by the original MRP.

As part of MRP 2.0, cities throughout the Bay Area are required by the Regional Water Quality Control Board to implement a Plan to achieve a target of 100% (i.e. full) trash reduction from municipal storm drain systems by July 1, 2022, with an interim milestone of 70% reduction by July 1, 2017 (Phase II).

Per the City's Long Term Trash Load Reduction Plan, the installation of full trash capture devices, along with trash capture devices being installed in private systems was deemed the

most effective way to comply with these requirements.

Analysis

The Long Term Trash Reduction Plan submitted to the Regional Water Quality Control Board in January, 2014 (attached) divided the City into five trash-generating areas designated as Very High, High, Moderate, Low, and TCD-covered. Staff has analyzed rain flow to all catch basins in the High and Very High trash generation areas and has created a list of catch basins in priority order that would provide the highest level of trash reduction based on the amount of acreage to which TCDs in these catch basins would provide coverage. Phase II-A of the project will target this list of catch basins. Phase II-B of the project will target catch basins in the Moderate trash generation areas. The Low trash generation areas (single-family residential) will not require full trash capture.

In response to a request from staff, United Storm Water, Inc. submitted a proposal to install 400 TCD's for \$211,500, which would include both Phase II-A and Phase II-B installations. Phase II-A would include approximately 200 TCDs installed in 2016, which would allow the City to report the method for reaching the 70% trash reduction requirement (required in the next Annual Report). Phase II-B will be installed in 2017 after staff evaluates catch basins in the Moderate trash generation areas, allowing the City to accomplish the 70% reduction.

In order to make a sole source purchase, the City Council must make a sole source justification finding in accordance with California Public Contract Code section 3400(c)(2), which provides that a sole source purchase is justified in order to match other products in use on a particular public improvement. United Storm Water previously manufactured and installed TCD units for the City. In order for the City to minimize long-term maintenance costs, it is effective to stay with one manufacturer of TCDs. This decreases time required to perform annual maintenance and decreases costs for replacement parts.

TCDs from United Storm Water have been approved for use by the Regional Water Quality Control Board and the Alameda County Mosquito Abatement District. Many cities in the East Bay have installed United Storm Water devices because of their compliance with regulatory requirements and because of the superior construction and good level of customer service. Due to the variations amongst the construction of each storm drain, fitting a TCD requires that each installation be custom manufactured.

The Contractor will take their truck to each catch basin and manufacture and install the TCDs on location. They will be able to complete eight to ten units per day, five days per week. They are registered with the Department of Industrial Relations and will make payroll information available weekly.

In this proposal, the Contractor included their plan for meeting the Local Business Participation Goal required by Municipal Code 1-6-225-(f)-(2). They plan to meet the following five options:

- (iii) Listing all contact information for any San Leandro business or nonprofit organization that will participate in the project, or provide services or supplies to the prime contractor or supplier if a contract is awarded to the prime contractor or supplier;

(Contractor has researched San Leandro businesses and created a list of businesses that could provide material for their project.)

(v) Documentation of personal contacts with San Leandro businesses or nonprofit organizations informing them of the opportunity to subcontract or supply to the project; (Contractor is contacting these businesses to develop points of contact; they have written a solicitation letter they will send to the businesses requesting quotes for them for materials for this project [attached]).

(vi) Documentation of good faith negotiations with San Leandro businesses and nonprofit organizations to subcontract or supply to the project; (submitted as they occur).

(vii) Making the project plans, specifications and in the case of construction, design or engineering contract, the City Engineer's estimates available for review upon the request of interested San Leandro businesses and San Leandro nonprofit organizations; (the solicitation letter will provide information as to where plans and specifications for the project can be obtained).

(viii) Documentation of requests for assistance from San Leandro community organizations, San Leandro contractors or professional groups, local, State or Federal business assistance offices or other organizations that provide assistance in the recruitment and placement of San Leandro businesses and San Leandro nonprofit organizations, if any are available.

Current Agency Policies

- City Council Goal: Maintain and enhance San Leandro's infrastructure.
- City Council Goal: Support and implement programs, activities and strengthen communication that enhances the quality of life and wellness, celebrates the arts and diversity and promotes civic pride

Applicable General Plan Policies

- Action EH-4.1.A: Trash Capture Devices. Develop a funding plan for the installation and maintenance of trash capture devices on City storm drains, in order to comply with the unfunded State mandate for 100 percent trash capture in local storm drain systems.

Permits and/or Variances Granted

An Encroachment Permit will be procured from the City's Engineering Department as necessary.

Environmental Review

- This project is determined to be exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15302 (Replacement or Reconstruction). The project involves installation of screens in front of downstream connector pipes of existing storm drains.
- Contractor crews shall provide and set out traffic control safety cones and signs to create a safe work zone. All traffic control shall comply with the California Manual on Uniform Traffic Control Devices for Streets and Highways: Part 6, Temporary Traffic Control.

Attached are schematics from their Work Area Traffic Control Handbook for both shoulder closure and single lane closure.

Fiscal Impacts

This Trash Capture Device project will not exceed \$211,500, and has been approved as a Capital Improvement Project (CIP) and budgeted for in account 210-38-371-5240. Staff notes that this work represents an unfunded mandate from the State.

Budget Authority

This Trash Capture Device project is funded in fiscal year 2015-16 in account 210-38-371-5240. Total funding available is \$317,000 as of June 30, 2016. Any balance remaining in this CIP account will be carried over into the new fiscal year 2016-17.

ATTACHMENT(S)

Attachment(s) to Staff Report

- San Leandro Long Term Trash Reduction Plan
- Contractor Local Business Solicitation Letter
- Contractor Shoulder Closure Traffic Control Plan
- Contractor Right Lane Closure Traffic Control Plan

Attachment(s) to Related Legislative File

- Non-Professional Services Agreement Between the City of San Leandro and United Storm Water, Inc. for Trash Capture Device Installation 2016-17

PREPARED BY: Judy Walker, Water Resources Management Analyst, Water Pollution Control Division

Trash Long-Term Reduction Plan and Progress Assessment Strategy

January 31, 2014

Submitted by:

City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

In compliance with Provisions C.10.c of Order R2-2009-0074



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**City of San Leandro
LONG-TERM TRASH LOAD REDUCTION PLAN AND
ASSESSMENT STRATEGY**

CERTIFICATION STATEMENT

"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 ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature by Duly Authorized Representative:

Debbie Pollart
Director of Public Works

Date: January 31, 2014

TABLE OF CONTENTS

CERTIFICATION STATEMENT	III
TABLE OF CONTENTS.....	IV
LIST OF TABLES.....	V
LIST FIGURES	V
ABBREVIATIONS.....	VI
PREFACE	1
1.0 INTRODUCTION	2
1.1 PURPOSE OF LONG-TERM TRASH REDUCTION PLAN	2
1.2 BACKGROUND.....	2
1.2.1 Long-Term Trash Load Reduction Plan Framework	2
1.2.2 BASMAA Generation Rates Project	3
1.3 ORGANIZATION OF LONG-TERM PLAN.....	5
2.0 SCOPE OF THE TRASH PROBLEM.....	6
2.1 PERMITTEE CHARACTERISTICS	6
2.2 TRASH GENERATING AREAS	7
2.2.1 Generation Categories and Designation of Areas	7
2.2.2 Summary of Trash Generating Areas and Sources.....	8
3.0 TRASH MANAGEMENT AREAS AND CONTROL MEASURES.....	12
3.1 MANAGEMENT AREA DELINEATION AND PRIORITIZATION	12
3.2 CURRENT AND PLANNED TRASH CONTROL MEASURES.....	16
3.2.1 Trash Management Area #1	16
3.2.2 Trash Management Area 2	17
3.2.3 Trash Management Area 3	18
3.2.4 Trash Management Area 4	20
3.2.5 Jurisdiction-wide Control Measures.....	24
3.2.6 Creek and Shoreline Hot Spot Cleanups.....	27
3.2.7 Summary of Trash Control Measures	28
3.3 CONTROL MEASURE IMPLEMENTATION SCHEDULE.....	29
4.0 PROGRESS ASSESSMENT STRATEGY.....	31
4.1 ACCWP PILOT ASSESSMENT STRATEGY	31
4.1.1 Management Questions.....	31
4.1.2 Indicators of Progress and Success	31
4.1.3 Pilot Assessment Methods.....	32
4.2 BASMAA "TRACKING CALIFORNIA'S TRASH" PROJECT	36
4.2.1 Testing of Trash Monitoring Methods	37
4.2.2 Full Capture Equivalent Studies	37
4.3 ADDITIONAL PROGRESS ASSESSMENTS	38
4.4 LONG-TERM ASSESSMENT STRATEGY	38
4.5 IMPLEMENTATION SCHEDULE	38
5.0 REFERENCES.....	40

LIST OF TABLES

- TABLE 1-1. SAN FRANCISCO BAY AREA TRASH GENERATION RATES BY LAND USE (GALLONS/ACRE/YEAR).
- TABLE 2-1. PERCENTAGES OF SAN LEANDRO'S JURISDICTIONAL AREA WITHIN LAND USE CLASSES IDENTIFIED BY ABAG (2005).
- TABLE 2-2. TRASH GENERATION CATEGORIES AND ASSOCIATED GENERATION RATES (GALLONS/ACRE/YEAR).
- TABLE 2-3. DEFINITIONS OF ON-LAND TRASH ASSESSMENT CONDITION CATEGORIES.
- TABLE 2-4. PERCENTAGE OF JURISDICTIONAL AREA WITHIN THE CITY OF SAN LEANDRO ASSIGNED TO EACH TRASH GENERATION CATEGORY.
- TABLE 3-1. JURISDICTIONAL AREA AND PERCENTAGE OF EACH TRASH MANAGEMENT AREA (TMA) COMPRISED OF TRASH GENERATION CATEGORIES.
- TABLE 3-2. CITY OF SAN LEANDRO TRASH CONTROL MEASURE IMPLEMENTATION SCHEDULE.
- TABLE 4-1. CITY OF SAN LEANDRO TRASH PROGRESS ASSESSMENT IMPLEMENTATION SCHEDULE.

LIST FIGURES

- FIGURE 1-1. EIGHT-STEP FRAMEWORK FOR DEVELOPING, IMPLEMENTING AND REFINING LONG-TERM TRASH REDUCTION PLANS.
- FIGURE 1-2. CONCEPTUAL MODEL OF TRASH GENERATION, INTERCEPTION AND LOAD.
- FIGURE 2-1. DEVELOPMENT OF TRASH GENERATION AREAS
- FIGURE 2-2. FINAL TRASH GENERATION MAP FOR THE CITY SAN LEANDRO
- FIGURE 3-1. TRASH MANAGEMENT AREA MAP FOR THE CITY SAN LEANDRO.
- FIGURE 3-2. TRASH FULL CAPTURE DEVICE MAP FOR THE CITY SAN LEANDRO.

ABBREVIATIONS

BASMAA	Bay Area Stormwater Management Agencies Association
BID	Business Improvement District
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CASQA	California Stormwater Quality Association
CDS	Continuous Deflection Separator
CEQA	California Environmental Quality Act
CY	Cubic Yards
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
GIS	Geographic Information System
MRP	Municipal Regional Stormwater NPDES Permit
MS4	Municipal Separate Storm Sewer System
NGO	Non-Governmental Organization
NPDES	National Pollutant Discharge Elimination System
Q	Flow
SFRWQCB	San Francisco Regional Water Quality Control Board
SWRCB	State Water Resource Control Board
TCD	Trash Capture Device
TMDL	Total Maximum Daily Load
USEPA	United States Environmental Protection Agency
Water Board	San Francisco Regional Water Quality Control Board
WDR	Waste Discharge Requirements

PREFACE

This Long-Term Trash Load Reduction Plan and Assessment Strategy (Long-Term Plan) is submitted in compliance with provision C.10.c of the Municipal Regional Stormwater NPDES Permit (MRP) for Phase I communities in the San Francisco Bay (Order R2-2009-0074). The Long-Term Plan was developed using a regionally consistent outline and guidance developed by the Bay Area Stormwater Management Agencies Association (BASMAA) and reviewed by San Francisco Bay Regional Water Quality Control Board staff. The Long-Term Plan is consistent with the Long-Term Trash Load Reduction Framework developed in collaboration with Water Board staff. Its content is based on the City of San Leandro's current understanding of trash problems within its jurisdiction and the effectiveness of control measures designed to reduce trash impacts associated with Municipal Separate Storm Sewer (MS4) discharges. This Long-Term Plan is intended to be iterative and may be modified in the future based on information gained through the implementation of trash control measures. The City of San Leandro therefore reserves the right to revise or amend this Long-Term Plan at its discretion. If significant revisions or amendments are made by the City, a revised Long-Term Plan will be submitted to the Water Board through the City's annual reporting process.

1.0 Introduction

1.1 Purpose of Long-Term Trash Reduction Plan

The Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit for Phase I communities in the San Francisco Bay (Order R2-2009-0074), also known as the Municipal Regional Permit (MRP), became effective on December 1, 2009. The MRP applies to 76 large, medium and small municipalities (cities, towns and counties) and flood control agencies in the San Francisco Bay Region, collectively referred to as Permittees. Provision C.10.c of the MRP requires Permittees to submit a *Long-Term Trash Load Reduction Plan* (Long-Term Plan) by February 1, 2014. Long-Term Plans must describe control measures that are currently being implemented, including the level of implementation, and additional control measures that will be implemented and/or increased level of implementation designed to attain a 70% trash load reduction by July 1, 2017, and 100% (i.e., “No Visual Impact”) by July 1, 2022.

This Long-Term Plan is submitted by the City of San Leandro in compliance with MRP provision C.10.c. Consistent with provision C.10 requirements, the goal of the Long-Term Plan is to solve trash problems in receiving waters by reducing the impacts associated with trash in discharges from the San Leandro’s municipal separate storm sewer system (MS4) that are regulated by NPDES Permit requirements. The Long-Term Plan includes:

1. Descriptions of the current level of implementation of trash control measures, and the type and extent to which new or enhanced control measures will be implemented to achieve a target of 100% (i.e. full) trash reduction from MS4s by July 1, 2022, with an interim milestone of 70% reduction by July 1, 2017;
2. A description of the *Trash Assessment Strategy* that will be used to assess progress towards trash reduction targets achieved as a result of control measure implementation; and,
3. Time schedules for implementing control measures and the assessment strategy.

1.2 Background

1.2.1 Long-Term Trash Load Reduction Plan Framework

A workgroup of MRP Permittee representatives and Water Board staff met between October 2012 and March 2013 to better define the process for developing and implementing Long-Term Plans, methods for assessing progress toward reduction goals, and tracking and reporting requirements associated with provision C.10. Through these discussions, an eight-step framework for developing and implementing Long-Term Plans was created by the workgroup (Figure 1-1).

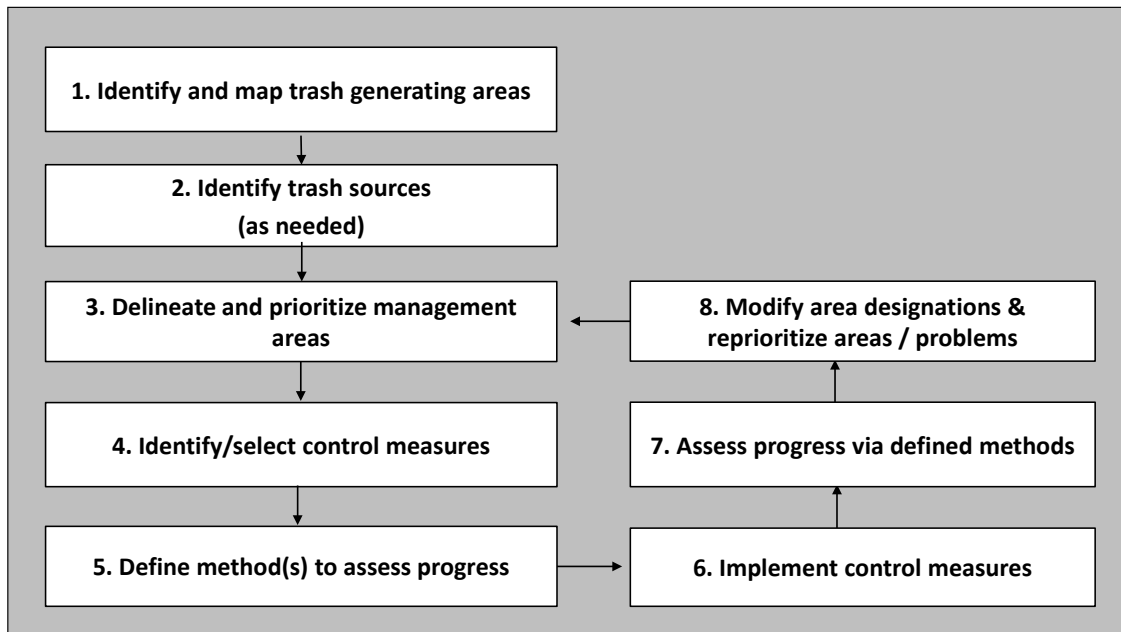


Figure 1-1. Eight-step framework for developing, implementing and refining Long-Term Trash Reduction Plans

The workgroup agreed that as the first step in the framework, Permittees would identify very high, high, moderate, and low trash generating areas in their jurisdictional areas. Trash generation rates developed through the *BASMAA Baseline Trash Generation Rates Project* (as discussed below) were used as a starting point for differentiating and delineating land areas with varying levels of trash generation. Permittees would then use local knowledge and field and/or desktop assessments to confirm or refine the level of trash generation for specific areas within their jurisdiction. Each Permittee would then develop a map depicting trash generation categories within their jurisdiction.

As a next step, Permittees would then delineate and prioritize Trash Management Areas (TMAs) where specific control measures exist or are planned for implementation. TMAs delineated by Permittees are intended to serve as reporting units in the future. Reporting at the management area level provides the level of detail necessary to demonstrate implementation and progress towards trash reduction targets.

Once control measures are selected and implemented, Permittees will evaluate progress toward trash reduction targets using outcome-based assessment methods. As the results of the progress assessments are available, Permittees may choose to reprioritize trash management areas and associated control measures designed to improve trash reduction within their jurisdictions.

1.2.2 BASMAA Generation Rates Project

Through approval of a BASMAA regional project in 2010, Permittees agreed to work collaboratively to develop a regionally consistent method to establish trash generation rates within their jurisdictions. The project, also known as the *BASMAA Trash Generation Rates Project* (Generation Rates Project) assisted Permittees in establishing the rates of

trash generation and identifying very high, high, moderate and low trash generating areas.

The term “trash generation” refers to the rate at which trash is produced or generated onto the surface of the watershed and is potentially available for transport via MS4s to receiving waters. Generation rates do not explicitly take into account existing control measures that intercept trash prior to transport. Generation rates are expressed as trash volume/acre/year and were established via the Generation Rates Project.

In contrast to trash generation, the term “trash loading” refers to the rate at which trash from MS4s enters receiving waters. Trash loading rates are also expressed as trash volume/acre/year and are equal to or less than trash generation rates because they account for the effects of control measures that intercept trash generated in an area before it is discharged to a receiving water. Trash loading rates are specific to particular areas because they are dependent upon the effectiveness of control measures implemented within an area. Figure 1-2 illustrates the difference between trash generation and loading.

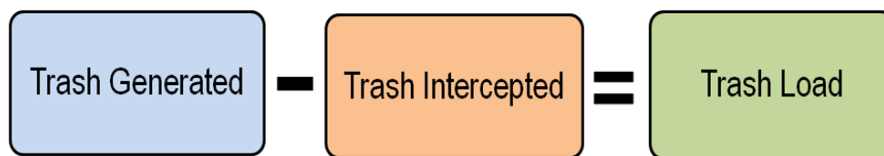


Figure 1-2. Conceptual model of trash generation, interception and load

Trash generation rates were estimated based on factors that significantly affect trash generation (i.e., land use and income). The method used to establish trash generation rates for each Permittee builds off “lessons learned” from previous trash loading studies conducted in urban areas (Allison and Chiew 1995; Allison et al. 1998; Armitage et al. 1998; Armitage and Rooseboom 2000; Lippner et al. 2001; Armitage 2003; Kim et al. 2004; County of Los Angeles 2002, 2004a, 2004b; Armitage 2007). The method is based on a conceptual model developed as an outgrowth of these studies (BASMAA 2011b).

Trash generation rates were developed through the quantification and characterization of trash captured in Water Board-recognized full-capture treatment devices installed in the San Francisco Bay Area. Trash generation rates estimated from this study are listed for each land use type in Table 1-1. Methods used to develop trash generation rates are more fully described in BASMAA (2011b, 2011c, and 2012).

Table 1-1. San Francisco Bay Area trash generation rates by land use (gallons/acre/year).

Land Use	Low ^b	Best ^b	High ^b
Commercial & Services	0.7	6.2	17.3
Industrial	2.8	8.4	17.8
Residential ^a	0.3 - 30.2	0.5 - 87.1	1.0 - 257.0
Retail ^a	0.7 - 109.7	1.8 - 150.0	4.6 - 389.1
K-12 Schools	3	6.2	11.5
Urban Parks	0.5	5.0	11.4

^a For residential and retail land uses, trash generation rates are provided as a range that takes into account the correlation between rates and household median income.

^b For residential and retail land uses: Low = 5% confidence interval; Best = best fit regression line between generation rates and household median income; and, High = 95% confidence interval. For all other land use categories: High = 90th percentile; Best = mean generation rate; and, Low = 10th percentile.

1.3 Organization of Long-Term Plan

This Long-Term Plan is organized into the following sections:

- 1.0 Introduction;
- 2.0 Scope of the Trash Problem;
- 3.0 Trash Management Areas and Control Measures;
- 4.0 Progress Assessment Strategies; and
- 5.0 References

Section 2.0 is intended to provide a description of the extent and magnitude of the trash problem in the City of San Leandro. Control measures that will be implemented by City of San Leandro as a result of this Long-Term Plan are described in section 3.0. Section 4.0 describes the methods that will be used to assess progress toward trash reduction targets.

2.0 Scope of the Trash Problem

2.1 Permittee Characteristics

Incorporated in 1872, the City of San Leandro is located in Alameda County, and has a jurisdictional area of 7,232 acres. According to the 2010 Census, it has a population of 84,950, with a population density of 6,366.6 people per square mile and an average household size of 2.74. Of the 84,950 residents who call San Leandro home, 22.3% are under the age of 18, 8.3% are between 18 and 24, 27.6% are between 25 and 44, 28.0% are between 45 and 64, and 13.8% are 65 or older. The median household income was \$65,333 in 2010.

Top employers in the City of San Leandro include San Leandro Unified School District, Wal-Mart, City of San Leandro, Paramedics Plus, and Costco. It is also home to corporate headquarters of OSISOFT and has production facilities for Ghirardelli, Arysza (Otis Spunkmeyer) and Coca-Cola. There are five shopping centers located within the City, including Bayfair Center, Westgate Center, Greenhouse Shopping Center, Marina Square Center and Pelton Place. San Leandro is bisected by both Interstate 880 and Interstate 580, bordered by Interstate 238, and crossed by three State Routes.

Land uses within the City of San Leandro depicted in ABAG (2005) are provided in Table 2-1. The City of San Leandro is primarily comprised of two land uses: residential and industrial.

Table 2-1. Percentages of the City's jurisdictional area¹ within land use classes identified by ABAG (2005)

Land Use Category	Jurisdictional Area (Acres)	% of Jurisdictional Area
Commercial and Services	389.9	5.0%
Industrial	1,748.1	22.6%
Residential	4,194.0	54.3%
Retail	462.6	6.0%
K-12 Schools	208.9	2.7%
Urban Parks	104.8	1.4%
Other	620.2	8.0%

¹ A Permittee's jurisdictional area is defined as the urban land area within a Permittee's boundary that is not subject to stormwater NPDES Permit requirements for traditional and non-traditional small MS4s (i.e. Phase II MS4s) or the California Department of Transportation, or owned and maintained by the State of California, the U.S. federal government or other municipal agency or special district (e.g., flood control district).

2.2 Trash Generating Areas

2.2.1 Generation Categories and Designation of Areas

The process and methods used to identify the level of trash generation within the City of San Leandro are described in this section and illustrated in Figure 2-1.

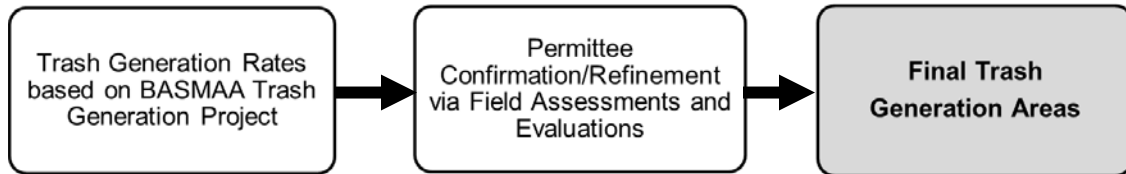


Figure 2-1. Development of Trash Generation Areas

As a first step, trash generation rates developed through the *BASMAA Trash Generation Rates Project* were applied to parcels within the City of San Leandro based on current land uses and 2010 household median incomes. A Draft Trash Generation Map was created as a result of this application. The draft map served as a starting point for the City to identify trash generating levels. Levels of trash generation are depicted on the map using four trash generation rate (gallons/acre/year) categories that are symbolized by four different colors illustrated in Table 2-2.

Table 2-2. Trash generation categories and associated generation rates (gallons/acre/year).

Category	Very High	High	Moderate	Low
Generation Rate (gallons/acre/year)	> 50	10-50	5-10	< 5

The City of San Leandro then reviewed and refined the draft trash generation map to ensure that trash generation categories were correctly assigned to parcels or groups of parcels. City staff refined maps using the following process:

1. Based upon our knowledge of trash generation and problem areas within the City, staff identified areas on the draft map that potentially had incorrect trash generation category designations.
2. Trash generation category designations initially assigned to areas identified in step #1 were then assessed and confirmed/refined by the City using the methods listed below.

a. On-Land Visual Assessments

To assist Permittees with developing their trash generation maps, BASMAA developed a *Draft On-land Visual Trash Assessment Protocol (Draft Protocol)*. The Draft Protocol entails walking a street segment and visually observing the level of trash present on the roadway, curb and gutter, sidewalk, and other areas adjacent to the street that could potentially contribute trash to the MS4. Based on the level of trash observed, each segment (i.e., assessment area) was placed into one of four on-land assessment condition categories that are summarized in Table 2-3. Using the Draft Protocol the City assessed a total of five areas to assist in conducting/refining trash generating area designations.

Table 2-3. Definitions of on-land trash assessment condition categories.

On-land Assessment Condition Category	Summary Definition
A (Low)	Effectively no trash is observed in the assessment area.
B (Moderate)	Predominantly free of trash except for a few pieces that are easily observed.
C (High)	Trash is widely/evenly distributed and/or small accumulations are visible on the street, sidewalks, or inlets.
D (Very High)	Trash is continuously seen throughout the assessment area, with large piles and a strong impression of lack of concern for litter in the area.

b. Querying Municipal Staff or Members of the Public

Street sweeper operators were enlisted to review trash generation maps. Operators see the streets in un-swept condition on a regular basis, and were able to use the categories and definitions in Table 2-3 to generally confirm condition categories. Based on assessments conducted to confirm/refine trash generation category designations, the City created a final trash generation map that depicts the most current understanding of trash generation within the City of San Leandro. The City documented this process by tracking the information collected through the assessments and subsequent refinements to the Draft Trash Generation Map. The City of San Leandro’s Final Trash Generation Map is included as Figure 2-2.

2.2.2 Summary of Trash Generating Areas and Sources

Summary statistics for land use and trash generation categories generated through the mapping and assessment process are presented in Table 2-4.

Table 2-4. Percentage of jurisdictional area within the City of San Leandro assigned to each trash generation category.

Trash Generation Category	Jurisdictional Area (Acres)	Commercial and Services	Industrial	Residential	Retail	K-12 Schools	Urban Parks	Other
Very High	77.1	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
High	789.6	0.0%	0.0%	51.2%	48.8%	0.0%	0.0%	0.0%
Medium	4,044.3	9.6%	43.2%	39.4%	0.0%	5.2%	2.6%	0.0%
Low	2,817.7	0.0%	0.0%	78.0%	0.0%	0.0%	0.0%	22.0%

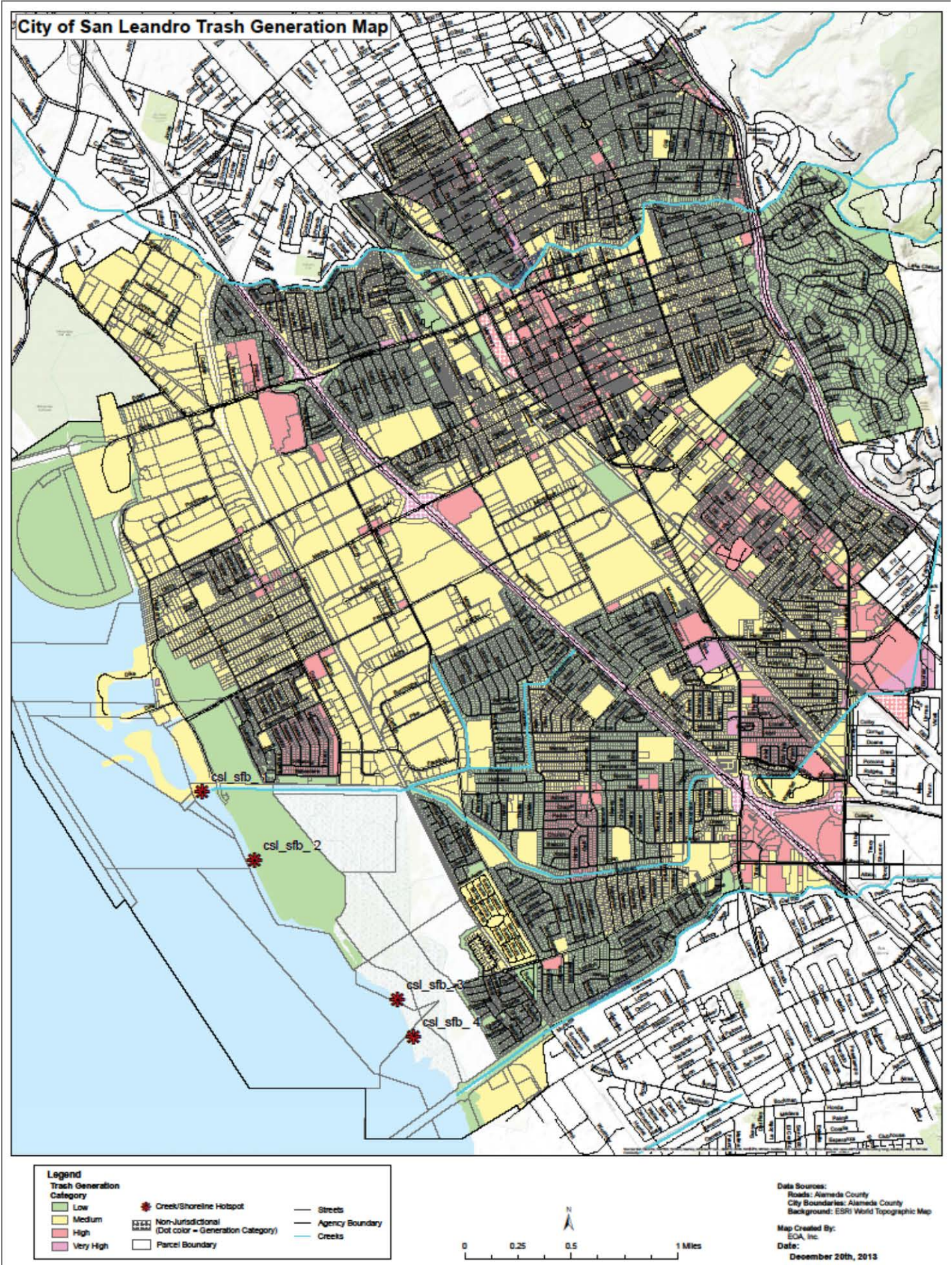


Figure 2-2. Final Trash Generation Map for the City of San Leandro.

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3.0 Trash management areas and control measures

This section describes the control measures that the City of San Leandro has or plans to implement to solve trash problems and achieve a target of 100% (i.e. full) trash reduction from their MS4 by July 1, 2022. The selection of control measures described in this section is based on the City of San Leandro's current understanding of trash problems within its jurisdiction and the effectiveness of control measures designed to reduce trash impacts associated with MS4 discharges. Information on the effectiveness of some trash control measures is currently lacking and therefore in the absence of this information, the City based its selection of control measures on existing effectiveness information, their experience in implementing trash controls and knowledge of trash problems, and costs of implementation. As knowledge is gained through the implementation of these control measures, the City may choose to refine their trash control strategy described in this section. If significant revisions or amendments are made, a revised Long-Term Plan will be submitted to the Water Board through the City's annual reporting process.

3.1 Management Area Delineation and Prioritization

Consistent with the long-term plan framework, the City of San Leandro delineated and prioritized trash management areas (TMAs) based on the geographical distribution of trash generating areas, types of trash sources, and current or planned control measure locations. TMAs are intended to form the management units by which trash control measure implementation can be tracked and assessed for progress towards trash reduction targets. Once delineated, TMAs were also prioritized for control measure implementation. The City of San Leandro's primary management areas were selected based on the spatial distribution of trash generating areas and the location of specific existing or planned management actions within City jurisdiction. City staff used the following procedure to designate TMAs:

1. San Leandro consists of four main types of land use, a significant area of which is currently covered by full trash capture devices. These areas were used to generate the basic outline for TMA's. Areas designated with a "1" are those currently covered by full trash capture. Areas designated with a "2" tend to have high percentage of retail properties. Areas designated with a "3" are comprised of industrial and commercial areas. Areas designated with a "4" are residential neighborhoods of various densities.
2. The four area types are then sectioned into sub-designations. Sub-designations are used to indicate: Areas that are of the same land use type but separated geographically; areas that are the same land use type with different population densities; or, areas of the same land use type that will be better managed in smaller sections. Sub-designations are noted by letter.

A map depicting the City's TMAs is included as Figure 3-1. All jurisdictional areas within the City are included within a TMA. The amount of jurisdictional land area and associated trash condition categories for each TMA are included in Table 3-1.

Table 3-1. Jurisdictional area and percentage of each Trash Management Area (TMA) comprised of trash generation categories.

TMA	Jurisdictional Area (Acres)	Trash Generation Category			
		Very High	High	Moderate	Low
1	947.4	0.4%	19.1%	46.6%	33.8%
2A	453.6	0.0%	38.8%	58.4%	2.7%
2B	35.4	46.9%	4.2%	37.5%	11.4%
2C	40.1	0.0%	32.6%	26.7%	40.6%
2D	71.0	0.0%	85.9%	8.6%	5.4%
2E	81.6	30.1%	64.5%	5.3%	0.0%
3A	1,462.8	0.0%	3.3%	81.3%	15.3%
3B	445.5	0.0%	4.9%	91.5%	3.6%
4A	526.0	0.8%	0.7%	54.5%	44.0%
4B	468.1	0.0%	1.6%	28.5%	70.0%
4C	722.2	0.4%	8.0%	55.5%	36.0%
4D	1,203.8	0.0%	4.8%	33.7%	61.4%
4E	426.1	5.2%	16.4%	59.6%	18.7%
4F	596.1	0.0%	0.3%	22.1%	77.6%
4G	248.9	0.7%	14.2%	37.1%	48.0%

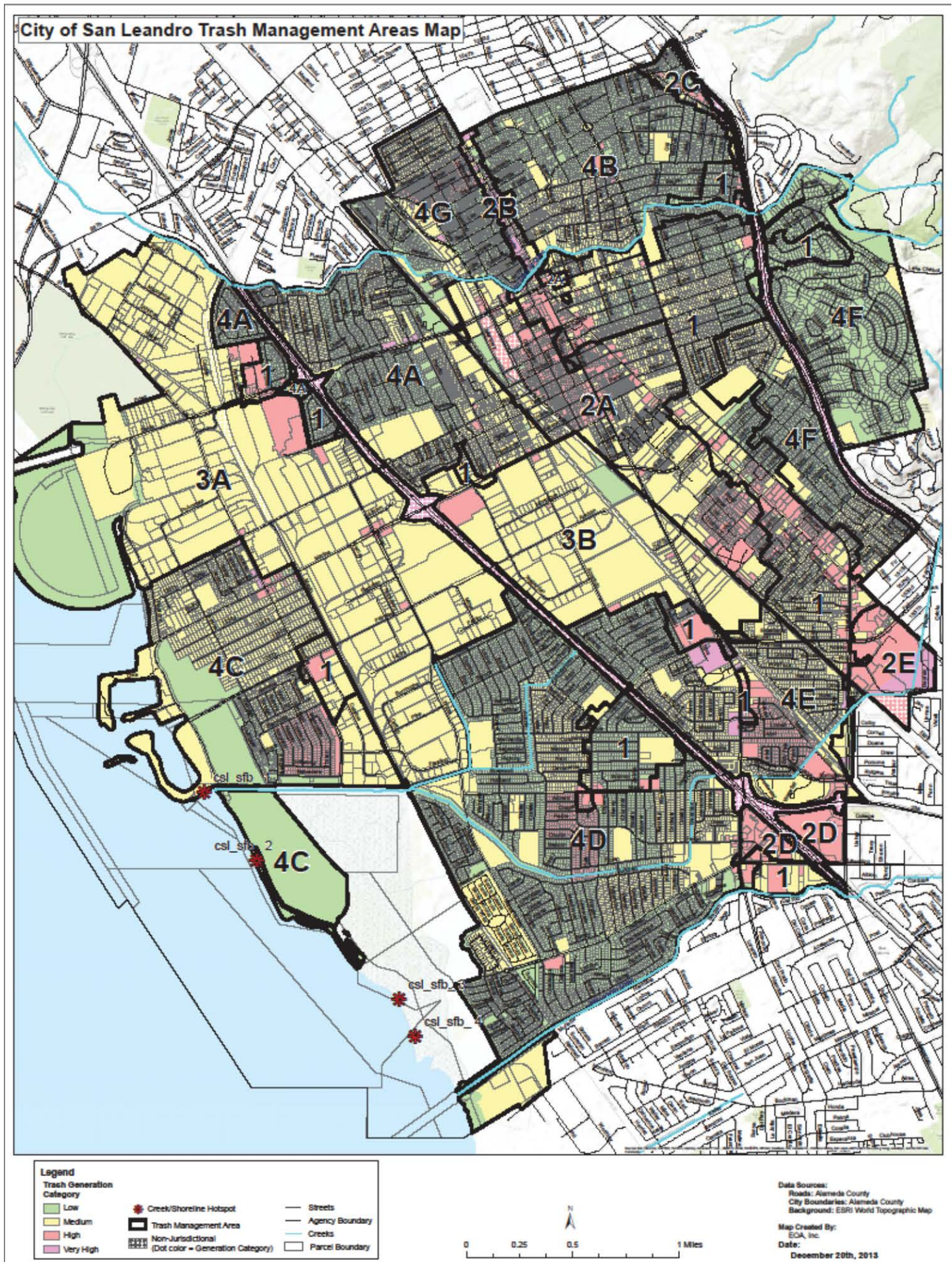


Figure 3-1. Trash Management Area Map for the City of San Leandro

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3.2 Current and Planned Trash Control Measures

San Leandro has been proactive in the adoption of measures to control trash in the MS4 system. In recent years the City has installed more than 250 connector pipe screen full trash capture devices covering nearly 1,000 acres of the city. The trash capture devices supplement previous measures. San Leandro Public Works has always worked to keep trash out of the stormwater system using annual cleaning or inspection of more than 2,000 storm inlets, biannual cleaning of stormwater pump stations, an aggressive street sweeping program, staff permanently assigned to hand clear areas with visible or reported trash, daily contracted cleaning of downtown area including trash pickup and sweeping, and oversight and inspection of trash enclosures.

Future measures will be put in place to further the program, particularly in those TMA's shown to have very high and high levels of trash without coverage from the current TCD system. The City is already in possession of 30 additional full trash capture devices for future installation. All efforts will continue to be made to install full capture devices in as many locations as possible. Other future enhancement possibilities include: on-going street level confirmation of areas of trash accumulates in the City; review of existing street sweeping routes to include maximum coverage in areas of accumulation; working with businesses to review effectiveness of private lot control measures; and continual monitoring of existing trash capture system to confirm and ensure function. The City will use quarterly visual inspections throughout San Leandro to assess the effectiveness of the control measures, along with any need to modify plans for future implementations.

3.2.1 Trash Management Area 1

TMA#1 is all areas in the City of San Leandro currently covered by full trash capture devices. As indicated in Figure 3-1, this represents a significant portion of the City. Trash in this TMA is from various sources as it covers many land uses. Areas currently under full trash capture are the least priority of all TMA's. The City will look at the possibility of reducing other measures in this area in order to increase frequency in areas not covered by trash capture devices. No future measures are currently being planned in this TMA.

Connector Pipe Screen Full Trash Capture

The entirety of this TMA is covered by full trash capture initiated post-MRP. The activities associated with this control measure are annual cleaning and inspection. Data from maintenance activities will be used to determine effectiveness of the devices, and ensure their continued functionality.

Street Sweeping

Continued Pre-MRP Actions:

Existing enhanced street sweeping includes street sweeping conducted at a frequency greater than **1x/week** for streets within retail land use areas, or greater than **2x/month** for streets in certain other land use areas. Existing enhanced

street sweeping activities occurs in approximately 43 miles of street length. Most of the downtown area is swept three times per week, and some arterial roads are swept two or three times per week. Some of the area within TMA 1 falls into each of the street sweeping categories

3.2.2 Trash Management Area 2

This area consists of five sub designations (A-E), mostly consisting of retail businesses and generally associated with areas of highest trash generation not currently covered by full trash capture. This TMA is the highest priority.

There are several measures that are shared by all five sub designations, these include:

Street Sweeping

Continued Pre-MRP Actions:

Existing enhanced street sweeping includes street sweeping conducted at a frequency greater than **1x/week** for streets within retail land use areas, or greater than **2x/month** for streets in certain other land use areas. Existing enhanced street sweeping activities occurs in approximately 43 miles of street length. Most of the downtown area is swept three times per week, and some arterial roads are swept at two or three times per week. The great majority of this TMA falls within the three times per week category.

Future Planned Actions:

Review street sweeping program to further concentrate efforts on areas in TMA2.

Activities to Reduce Trash from Uncovered Loads

Continued Pre-MRP Actions:

The City of San Leandro has a Franchise Agreement for Solid Waste, Recyclables, and Green Waste Services between the City and Alameda County Industries. The contract language requires the contractor to contain or cover all material during transportation to the disposal or processing site. In addition, the contractor shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. During the collection transportation process, the contractor is required to clean up litter in the immediate vicinity of any storage area (including the areas where collections bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of the contractor's service.

The San Leandro Police Department (SLPD) actively enforces existing vehicle codes (California Vehicle Code Section 23114) by giving citations and fines to drivers of vehicles with uncovered loads that are identified within San Leandro jurisdictional area. The California Highway Patrol (CHP) also has active enforcement of uncovered loads going into the closed landfill transfer station, as access is provided via a state highway. The SLPD coordinates enforcement with CHP for these activities.

Staff Dedicated to Visible Trash Removal

Continued Pre-MRP Actions:

Public Works employees are assigned to respond to public reporting of trash in the area, as well as random area checks for trash buildup.

Planned Actions Specific to Each Sub Designation

2A is a long section of land generally between the BART line and East 14th Street. Of all the TMA 2 sub-designation this one holds the lowest priority due to its greater mix of commercial and residential land use and therefore lower trash generation rates. The City plans to install four full trash capture devices (TCDs) along Martinez Street and San Leandro Blvd and one on 143rd Avenue. This should provide some coverage for the highest trash loaded areas in this sub - designation.

2B is a narrow strip of land on the north side of the City along E. 14th Street. The area includes restaurants, shops, and City Hall. This area is the highest priority in the City as is evidenced by the current daily contracted trash clean-up. San Leandro has initiated a plan to install TCDs in two locations: on Park Street and E. 14th Street.

2C is a very small area in the north east corner of the City and is bordered by I-580 and Oakland. There are several restaurants and some retail in this area. Currently there is one CDS unit in this area. Future plans include upgrading the screen for full trash capture. The addition of two TCDs in this area, along with the upgraded CDS should result in the majority of the sub-designation being covered. 2C is of lower priority than other sub-designations in this TMA.

2D consists mostly of large retail space, and because of that generates a great deal of trash. The City plans on reviewing the current private control measures in place, and will attempt to help the property owners improve their efforts to keep trash picked up, and provide easy access to receptacles. To further the reduction in the MS4 system San Leandro has six TCDs designated for this area; they will be placed along Washington Avenue and Hesperian Boulevard, the two main throughways in this area. This area is the third highest priority in the City.

2E generally consists of the Bayfair Shopping Center and has a similar makeup as 2D. There will be a very similar plan for trash in this area; coordination with management along with the installation of eleven TCDs. The TCDs will cover Hesperian Boulevard, Fairmont Drive, and East 14th Street. 2E, as indicated in Table 3-1 has very high trash generation rates, and is the second highest priority in the City.

3.2.3 Trash Management Area 3

TMA 3 is the large industrial/commercial center of the City of San Leandro, which also includes a small percentage of schools, parks, and retail, the two sub-designations in TMA 3 cover more than a third of the City. Nearly 100% of this TMA has a medium or below generation rate. With the exception of one small area in sub-designation A

where the City plans to add one TCD, the vast majority of this area will rely on current control measures and jurisdictional-wide measures to reach initial long term goals. If quarterly visual inspection indicates that improvement is needed then further implementation will be initiated as needed. TMA 3 is divided into two sub-designations based solely on geographic areas; east and west of I-880.

Street Sweeping

Continued Pre-MRP Actions:

Existing enhanced street sweeping includes street sweeping conducted at a frequency greater than **1x/week** for streets within retail land use areas, or greater than **2x/month** for streets in certain other land use areas. Existing enhanced street sweeping activities occurs in approximately 43 miles of street length. Most of the downtown area is swept three times per week, and some arterial roads are swept at two or three times per week. The great majority of this TMA falls within the three times per week category.

Future Planned Actions:

Review street sweeping program to further concentrate efforts on areas in TMA 2.

Activities to Reduce Trash from Uncovered Loads

Continued Pre-MRP Actions:

The City of San Leandro has a Franchise Agreement for Solid Waste, Recyclables, and Green Waste Services between the City and Alameda County Industries. The contract language requires the contractor to contain or cover all material during transportation to the disposal or processing site. In addition, the contractor shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. During the collection transportation process, the contractor is required to clean up litter in the immediate vicinity of any storage area (including the areas where collections bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of the contractor's service.

The San Leandro Police Department (SLPD) actively enforces existing vehicle codes (California Vehicle Code Section 23114) by giving citations and fines to drivers of vehicles with uncovered loads that are identified within San Leandro jurisdictional area. The California Highway Patrol (CHP) also has active enforcement of uncovered loads going into the closed landfill transfer station as access is provided via a state highway. The SLPD coordinates enforcement with CHP for these activities.

Staff Dedicated to Visible Trash Removal

Continued Pre-MRP Actions:

Public Works employees are assigned to respond to public reporting of trash in the area, as well as to perform random area checks for trash buildup.

Full Trash Capture

One TCD is planned for sub-designation A at Doolittle Drive, in order to cover the retail/commercial center on the west side of I-880 at Davis Street. If successful, this one device will cover the majority of high trash generation acreage in TMA 3.

3.2.4 Trash Management Area 4

TMA 4 covers the majority of the City by area, but produces little trash by comparison. Nearly 100% of this TMA has a medium or below generation rate; on average trash generation rate covering nearly 5,000 acres is low. With the exception of one small area in sub-designation E where the City plans to add one TCD, the vast majority of this area will rely on current control measures and jurisdictional wide measures to reach initial long term goals. If quarterly visual inspection indicates that improvement is needed then further measures will be implemented.

Street Sweeping

Continued Pre-MRP Actions:

Existing enhanced street sweeping includes street sweeping conducted at a frequency greater than **1x/week** for streets within retail land use areas, or greater than **2x/month** for streets in certain other land use areas. Existing enhanced street sweeping activities occurs in approximately 43 miles of street length. Most of the downtown area is swept three times per week, and some arterial roads are swept at two or three times per week. The great majority of this TMA falls within the three times per week category.

Future Planned Actions:

Review street sweeping program to further concentrate efforts on areas in TMA 2.

Activities to Reduce Trash from Uncovered Loads

Continued Pre-MRP Actions:

The City of San Leandro has a Franchise Agreement for Solid Waste, Recyclables, and Green Waste Services between the City and Alameda County Industries. The contract language requires the contractor to contain or cover all material during transportation to the disposal or processing site. In addition, the contractor shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. During the collection transportation process, the contractor is required to clean up litter in the immediate vicinity of any storage area (including the areas where collections bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of the contractor's service.

The San Leandro Police Department (SLPD) actively enforces existing vehicle codes (California Vehicle Code Section 23114) by giving citations and fines to drivers of vehicles with uncovered loads that are identified within San Leandro jurisdictional area. The California Highway Patrol (CHP) also has active enforcement of uncovered loads going into the closed landfill transfer station, as

access is provided via a state highway. The SLPD coordinates enforcement with CHP for these activities.

Staff Dedicated to Visible Trash Removal

Continued Pre-MRP Actions:

Public Works employees are assigned to respond to public reporting of trash in the area, as well as random area checks for trash buildup.

Full Trash Capture

One TCD is planned to be added to sub-designation 4E; this should cover a large section of high density housing and minor retail with a high trash generation rate.

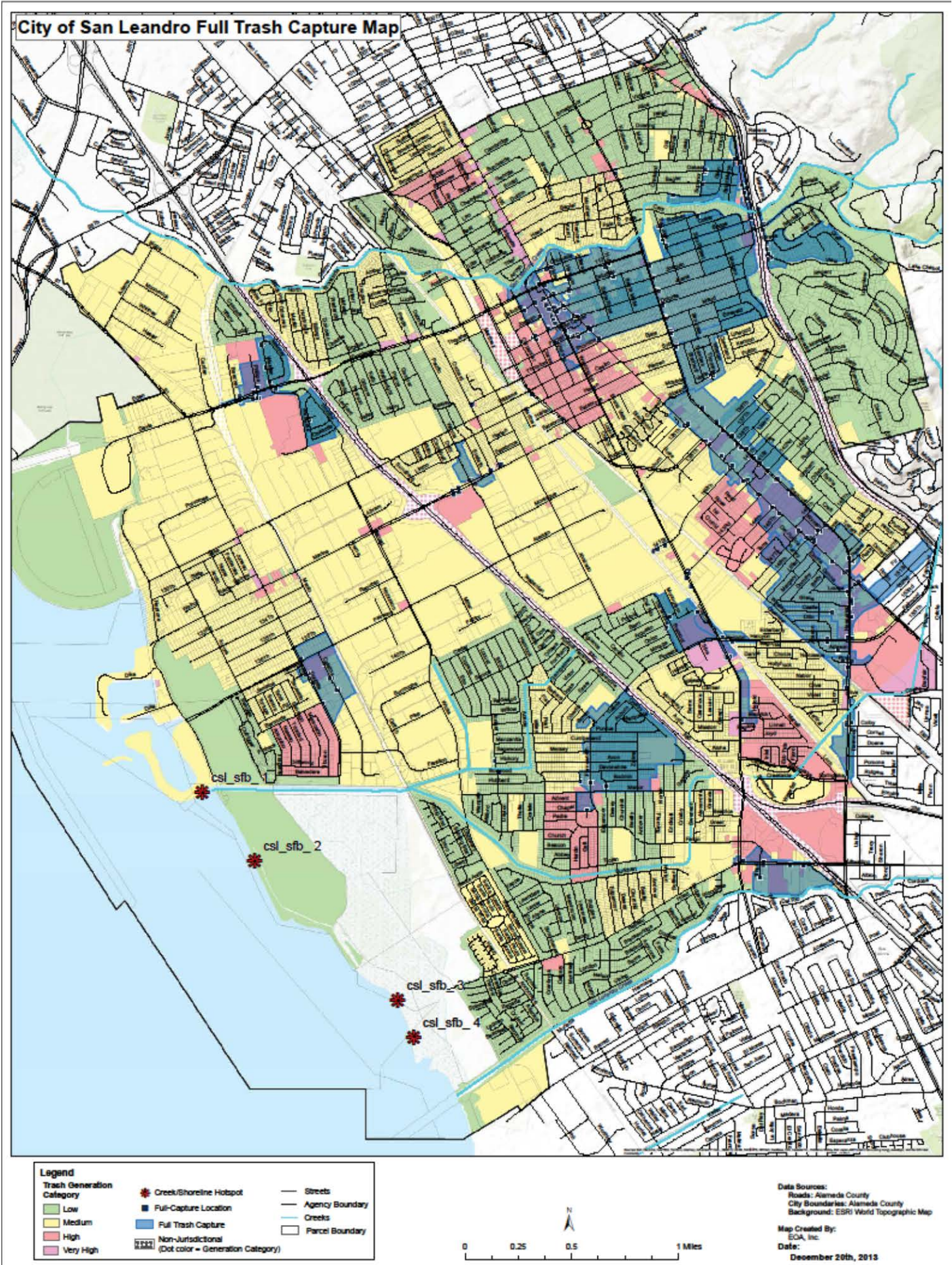


Figure 3-2. Trash Full Capture Device Map for the City of San Leandro

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3.2.5 Jurisdiction-wide Control Measures

Private Business Permit Inspections

The City of San Leandro's Environmental Compliance section conducts approximately 220 industrial/commercial inspections per year at City businesses. Inspections include trash and stormwater. San Leandro works with local businesses to improve trash handling procedures, and reduce trash input into the MS4 system. This measure is pre-MRP, but interaction with business regarding trash will be emphasized.

Future Installation of Trash Capture Devices Required

The City requires all projects meeting C3 requirements install trash capture devices in stormwater systems, and all City roadwork projects that include curb and gutter also require installation of trash capture devices into new or modified SWI's. As San Leandro is further developed and updated there are built in measures to prevent trash in the stormwater system post-MRP.

Polystyrene Ban

In an effort to control a specific type of trash, promote recycling, and reduce waste to landfills the City of San Leandro banned the use of polystyrene foam food service ware. The City of San Leandro's [Polystyrene Foam Food Service Ware Ordinance](#) went into



effect on November 1, 2012. The Ordinance requires City departments and local food establishments to discontinue the use of polystyrene foam food service ware products. Polystyrene foam food service ware products include cups, bowls, plates, clamshell containers, soup containers and trays made from expanded foam polystyrene typically labeled #6. <https://www.sanleandro.org/depts/pw/es/takeout.asp>

Alameda County Waste Management Authority Single-Use Bag Ban Ordinance

Single-use plastic bags were a significant component of the litter found in storm drains and water bodies throughout Alameda County. To address this issue, the Alameda County Waste Management Authority has adopted a single-use bag ban. As of January 1, 2013, all grocery stores, supermarkets, mini-marts, convenience stores, liquor stores, pharmacies, drug stores or other entities that sell milk, bread, soda and snack foods (all four items) and/or alcohol (Type 20 or 21 license) in Alameda County must comply with the Single-Use Bag Ban Ordinance.

Single-Use Bag Requirement: Affected stores may no longer provide customers with single-use bags at check-out.

Bag Sales Requirements:

- Affected stores that distribute recycled paper or reusable bags must charge 10 cents or more per bag. These bags must meet the specifications in the Ordinance.
- All proceeds from the sale of recycled paper bags and reusable bags are retained by the retailer without any restrictions on their use

A copy of the Ordinance is available on the Alameda County Waste Management Authority's website: <http://reusablebagsac.org/ordinancetext.html>

The City of San Leandro is a member of ACCWP. The jurisdiction-wide control measures described below will be conducted through participation in ACCWP.

Litter Outreach to K-12 Schools

K-12 schools are often high litter generation areas. ACCWP has developed a request for proposal for a four-year litter reduction education/outreach grant directed at K-12 schools throughout Alameda County. ACCWP intends to award a total of up to \$125,000 per year to up to four successful applicants. The goals of the project are to clearly reduce the amount of litter at the participating schools and incorporate institutional changes at the schools so that litter will continue to be reduced in the future. Implementation is scheduled to begin in the 2014/15 school year. The request for proposal will include a requirement to evaluate the level of litter reduction achieved. A description of the successful proposals will be included in the ACCWP Fiscal Year 2013/14 Annual Report.

"Be the Street" Youth Anti-Litter Advertising Campaign

Intentional litter by youth has been found to be a significant contributor to litter problems. To address this issue, ACCWP has participated in the development and implementation of the Be the Street campaign. *Be the Street* is a Bay Area wide outreach effort that takes a Community Based Social Marketing approach to encourage youth to keep their community clean (<http://www.bethestreet.org/>). The intent of the campaign is to make "no-littering" the norm among the target audience (youth between the ages of 14 and 24). The campaign is a three-year effort that began in fiscal year 2011-12 and will run through 2013-14. ACCWP has been participating in and providing financial support to the *Be the Street* campaign since its inception. The campaign will be evaluated in the spring of 2014. Depending upon the results of the evaluation, ACCWP may continue to participate in this or similar efforts in future years.

Multi-Family Dwelling Litter Outreach

Multi-family dwellings (i.e., apartment buildings and condominium complexes) are often areas of high trash generation. ACCWP is working with the City of Livermore to develop a litter reduction pilot targeting multi-family complexes known to be sites with significant litter issues. The pilot includes the following apartment building and condominium complexes: Livermore Garden Apartments (5720 East Avenue), La Castilleja (975 Murrieta Boulevard), and Castilleja Del Arroyo (1001 and 1009 Murrieta Boulevard).

- December 2013: Pre-campaign Measurement – ACCWP and the City will take baseline measurements of all three sites. Methods of measurement will include taking photos of on-site litter, as well as collecting, characterizing and counting the litter using the Ocean Conservancy’s Volunteer Trash Data Form. (Adopt A Creek Spot volunteers use this Data Form to characterize and count the trash collected from the Trash Hot Spot located behind the condominium complexes on Coastal Clean-up Day.) Areas to be measured include landscaped and other common areas, the sidewalk, gutter and streets located in front of the sites. All three property managers/volunteers will collect one week’s worth of on-site litter.
- November – December 2013: Research – All three property managers will be interviewed by City staff using twenty-five questions developed by the ACCWP. The interview results will help define the target audience(s) (i.e., age groups, income level, ethnic groups, etc.) and determine outreach tactics (i.e., face-to-face, signage, printed materials, etc.) This information will also assist the City and ACCWP in developing appropriate messaging.
- November 2013 – January 2014: Plan – One of the three sites will be chosen as the “Control” site. In addition, outreach strategies and tactics will be selected for the “Active” sites.
- February 2014: Concept/Design/Content Production – Selected outreach tactics will be designed and produced for the Active sites.
- February 2014: Multi-cultural Advising, Translation – Consultant will advise on outreach tactics and messaging, and will provide translation as needed.
- March 2014 – May 16, 2014: Outreach – Outreach tactics will be rolled out at Active sites.
- May 17, 2014 – May 31, 2014: Post-campaign Measurement — City staff and ACCWP will duplicate the pre-campaign measurement methodologies at all three sites, including the Control. All three property managers/volunteers will collect one week’s worth of on-site litter. On-site and off-site litter will be characterized and counted by City staff using the Ocean Conservancy’s Volunteer Trash Data Form. All three property managers will be interviewed by City staff to help determine residents’ attitudes/change in behavior, etc.
- June 1, 2014 – June 30, 2014: Reporting – Final Pilot Report will be presented to ACCWP member agencies.

Depending on the success of the pilot, it may be replicated at other multi-family complexes throughout the County.

The Public Information and Participation Subcommittee of ACCWP also is in the process of identifying other litter-related areas and activities that affect jurisdictions throughout the County, and will implement pilot projects to address the high priority issues over the next several years. One issue being considered is cigarette butt litter.

Community Stewardship Grants

Through its Community Stewardship Grants program ACCWP provides up to \$20,000 per year to individuals and community groups to implement stormwater and watershed enhancement and education projects. The grants range from \$1,000 to \$5,000. Starting in fiscal year 2014/15 ACCWP will specifically encourage and support litter reduction grant applications. The projects of the Fiscal Year 2014/15 grant recipients will be described in the ACCWP Fiscal Year 2013/14 Annual Report.

Anti-Litter Outreach to Residents

Through its Public Information and Participation program ACCWP encourages residents to adopt less polluting behaviors. One targeted behavior is littering, both intentional and unintentional. ACCWP uses a variety of mechanisms to influence residents including public service announcements, online and movie theater advertising, and participating in outreach events. The ACCWP Public Information and Participation Subcommittee is in the process of developing a three-year budget/strategic plan for fiscal years 2014/15 through 2016/17. One of the strategic objectives of the plan will be to reduce litter. This plan will be described in the ACCWP Fiscal Year 2013/14 Annual Report.

3.2.6 Creek and Shoreline Hot Spot Cleanups

Trash Hot Spot	Cleanup Date	FY 2012-13 Volume of Trash Removed (cubic yards)	FY 2011-12 Volume of Trash Removed (cubic yards)	FY 2010-11 Volume of Trash Removed (cubic yards)	Dominant Type(s) of Trash	Trash Sources (where possible)
Shoreline Trail – 1 mile stretch south from San Leandro Marina. CSL SFB 2	9/15/12	4.5 cubic yards	1.5 cubic yards	6 cubic yards	Plastic bags, Styrofoam, other plastic products, plastic bottles, convenience food packaging, glass pieces and old clothing. Bulky items include rebar, a tire and a pallet.	Litter from users, windblown, and tide driven from across the bay. Bulky items are illegally dumped.
Par Course at San Leandro Marina. CSL SFB 1	9/15/12	2.25 cubic yards	4.5 cubic yards	4 cubic yards	Plastic bags, Styrofoam, other plastic products, plastic bottles, convenience food packaging, glass pieces and old clothing.	Litter from users, windblown, and tide driven from across the bay. Bulky items are illegally dumped.
Long Beach at south-end of San Leandro Recreational Shoreline. CSL SFB 3 & 4	9/15/12	3 cubic yards	11 cubic yards	5 cubic yards	Plastic bags, Styrofoam, other plastic products, plastic bottles, convenience food packaging, glass pieces and old clothing. Bulky items include a rubber mat, a bike tire, and three plastic garbage can lids.	Litter from users, windblown, and tide driven from across the bay. Bulky items are illegally dumped.

3.2.7 Summary of Trash Control Measures

Trash Management Area 1

- Street Sweeping - Various schedules
- Inlet Cleaning – Existing schedule is 1x/year
- Full Trash Capture - Existing 254 connector pipe screen trash devices cover this entire TMA

Trash Management Area 2

- Street Sweeping - Existing schedule is 1x to 3x per week in most of this TMA, future enhancement may increase sweeping frequency
- Inlet Cleaning – Existing schedule is 1x/year
- Full Trash Capture – Future installation of 26 connector pipe screen trash devices
- Partial Trash Capture – Currently there is one CDS unit in this area. Future plans include upgrading the screen for full trash capture.
- Trash Bin/Container Management/Private Business inspection – Future assessment and coordination with business owner to improve trash handling in private areas.
- On-Land Cleanups – Including dedicated full-time City Staff and daily contracted staff.

Trash Management Area 3

- Street Sweeping - Existing schedule is 2x/month plus 1x/month for major thoroughways, future enhancements may increase parking signs to improve efficiency in some areas
- Inlet Cleaning – Existing schedule is 1x/year
- Full Trash Capture - Future installation of 1 connector pipe screen trash device
- Trash Bin/Container Management/Private Business inspection – Future assessment and coordination with business owner to improve trash handling in private areas.

Trash Management Area 4

- Street Sweeping - Existing schedule is 1x/month
- Inlet Cleaning – Existing schedule is 1x/year
- Full Trash Capture - Future installation of 1 connector pipe screen trash device
- Partial Trash Capture – Currently there is one CDS unit in this area. Future plans include upgrading the screen for full trash capture.

3.3 Control Measure Implementation Schedule

Table 3-2. City of San Leandro completed and planned trash control measure implementation schedule.

[In the table below, place an X in each cell that corresponds to the fiscal year that implementation began or will occur. Delete any control measure and associated row not included in this management area]

Trash Management Area and Control Measures	Pre-MRP	Short-Term					Long-Term							
		FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 ^a	FY 2014-2015	FY 2015-2016	FY 2016-2017 ^b	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022 ^c
TMA #1														
Street Sweeping	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inlet Cleaning	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Full Trash Capture			X	X	X	X	X	X	X	X	X	X	X	X
TMA #2														
Street Sweeping	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inlet Cleaning	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Full Trash Capture							X	X	X	X	X	X	X	X
Partial Trash Capture	X	X	X	X	X	X	X	X	X	X	X	X		
Private Business Coordination								X	X	X	X	X	X	X
TMA #3														
Street Sweeping	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inlet Cleaning	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Full Trash Capture								X	X	X	X	X	X	X
Private Business Coordination								X	X	X	X	X	X	X

Trash Management Area and Control Measures	Pre-MRP	Short-Term					Long-Term							
		FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 ^a	FY 2014-2015	FY 2015-2016	FY 2016-2017 ^b	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022 ^c
TMA #4														
Street Sweeping	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Inlet Cleaning	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Full Trash Capture								x	x	x	x	x	x	x
Partial Trash Capture	x	x	x	x	x	x	x	x	x	x	x	x		
Jurisdiction-wide Control Measures														
Private Business permit Inspections	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Required Trash Capture Devices			x	x	x	x	x	x	x	x	x	x	x	x
Polystyrene Ban														
Single-Use Bag Ban					x	x	x	x	x	x	x	x	x	x
K-12 School Outreach						x	x	x	x	Activities to be determined				
Be the Street campaign				x	x	x	Activities to be determined							
Multi-Family Dwelling Outreach						x	Activities to be determined							
Community Stewardship Grants (litter)							x	Activities to be determined						
Litter related outreach to residents	x	x	x	x	x	x	x	x	Activities to be determined					
Creek and Shoreline Hot Spot Cleanups														
Shoreline Trail	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Par Course at Marina.	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Long Beach at south-end	x	x	x	x	x	x	x	x	x	x	x	x	x	x

^aJuly 1, 2014 - 40% trash reduction target

^bJuly 1, 2017 - 70% trash reduction target

^cJuly 1, 2022 - 100% trash reduction target

4.0 Progress Assessment strategy

Provision C.10.a.ii of the MRP requires Permittees to develop and implement a trash load reduction tracking method that will be used to account for trash load reduction actions and to demonstrate progress and attainment of trash load reduction targets. Early into the MRP, Permittees decided to work collaboratively to develop a trash load reduction tracking method through the Bay Area Stormwater Management Agencies Association (BASMAA). Permittees, Water Board staff and other stakeholders assisted in developing Version 1.0 of the tracking method. On behalf of all MRP Permittees, the Bay Area Stormwater Management Agencies Association (BASMAA) submitted Version 1.0 to the Water Board on February 1, 2012.

The Trash Assessment Strategy (Strategy) described in this section is intended to serve as Version 2.0 of the trash tracking method and replace version 1.0 previously submitted to the Water Board. The Strategy is specific to Permittees participating in the Alameda Countywide Clean Water Program (ACCWP), including the City of San Leandro. The City intends to implement the Strategy in phases and at multiple geographical scales (i.e., jurisdiction-wide and trash management area) in collaboration with ACCWP. Pilot implementation is scheduled for the near-term and as assessment methods are tested and refined, the Strategy will be adapted into a longer-term approach. The Strategy selected by the City is described in the following sections.

4.1 ACCWP Pilot Assessment Strategy

The following ACCWP Pilot Trash Assessment Strategy (ACCWP Pilot Strategy) was developed by ACCWP on behalf of the City and other Permittees in Alameda County. The ACCWP Pilot Strategy will be implemented at a pilot scale on a countywide basis and includes measurements and observations in the City of San Leandro.

4.1.1 Management Questions

The ACCWP Pilot Strategy is intended to answer the following management questions over time as trash control measures outlined in section 3.0 are implemented and refined:

- Are specific control measures effective?
- Is the amount of trash in and along local waterways declining?
- Are control measures being implemented appropriately?

The ACCWP Pilot Strategy, including indicators and methods, is summarized in this section. These indicators are intended to detect progress towards trash load reduction targets and solving trash problems.

4.1.2 Indicators of Progress and Success

To track progress, both outcome and output indicators will be assessed. Outcome-based indicators are those that measure the result of litter reduction efforts. This type of

indicator could include measurements of litter in and around the storm drain system or local water bodies. Output-based indicators are those that assess the implementation of control measures. This type of indicator could include assessing the maintenance of trash capture devices or compliance with product bans. Indicators that ACCWP Permittees will use to answer the management questions include:

Outcome-Based Indicators:

- 1-A Amount of single-use plastic bags entering storm drains
- 1-B Amount of polystyrene food ware entering storm drains
- 1-C Amount of litter removed from Trash Hot Spots and other creek/shoreline cleanup events
- 1-D Amount of litter at schools participating in the litter outreach program
- 1-E Amount of litter at multi-family dwellings participating in the targeted outreach program
- 1-F Self-reported litter related attitude and behavior of residents

Output-Based Indicators:

- 2-A Full capture device operation and maintenance
- 2-B Compliance with the Single-Use Bag Ban
- 2-C Implementation of an effective street sweeping program
- 2-D Commercial Trash Container Management
- 2-E Residential Trash Container Management

In selecting the indicators above, the City/ of San Leandro in collaboration with ACCWP and other ACCWP Permittees recognize that no one environmental indicator will provide the information necessary to effectively determine progress made in reducing trash discharged from MS4s and improvements in the level of trash in receiving waters. Multiple indicators were therefore selected.

As described in Section 2.2, trash is transported to receiving waters from pathways other than MS4s, which may confound our ability to observe MS4-associated reductions in creeks and shorelines. Evaluations of data on the amount of trash in receiving waters that are conducted over time through the Pilot Assessment Strategy will assist the City in further determinations of the important sources and pathways causing problems in local creeks, rivers and shorelines.

4.1.3 Pilot Assessment Methods

This section briefly summarizes the preliminary assessment methods that the City of San Leandro will implement through the ACCWP Pilot Strategy to generate indicator information described in the previous section. Additional information on each method can be found in the ACCWP Pilot Trash Assessment Strategy submitted to the Water Board by ACCWP on behalf of the City.

OUTCOME-BASED INDICATORS

1-A Amount of Single-Use Plastic Bags Entering Storm Drains

ACCWP participated in the development of the BASMAA baseline trash generation rate study. A total of 47 drop inlet full trash capture devices located throughout Alameda County were included in the study. The study included an assessment of the volume and number of single-use plastic bags found in these 47 inlets as well as over 100 other inlets from throughout the Bay Area. Since the conclusion of the study, the Alameda County Waste Management Authority has adopted a single-use bag ban. As of January 1, 2013, all grocery stores, supermarkets, mini-marts, convenience stores, liquor stores, pharmacies, drug stores or other entities that sell milk, bread, soda and snack foods (all four items) and/or alcohol (Type 20 or 21 license) in Alameda County must comply with the Single-Use Bag Ban Ordinance.

ACCWP will conduct a follow-up study to assess the number and volume of single-use plastic bags in storm drain inlets throughout the County following the implementation of the bag ban. The study will consist of re-sampling most or all devices sampled during the previous study and comparing the number of single-use bags found before versus after the implementation of the bag ban. ACCWP will also sample up to 50 additional full trash capture inlet devices from high and medium trash generating areas throughout the County and compare the number of single-use bags found in all of the sampled inlets in Alameda County after the adoption of the bag ban versus the number of bags found in inlets throughout the Bay Area during the baseline trash generation rate study. ACCWP is planning to assess the level of single-use and other trash in all of the approximately 100 inlets again after several years to assess the overall decline in trash over time. A detailed study design is included in the ACCWP Pilot Assessment Strategy to be submitted separately.

1-B Amount of Polystyrene Food Ware Entering the Storm Drain System

As noted above, ACCWP participated in the development of the BASMAA baseline trash generation rate study. A total of 47 drop inlet full trash capture devices located throughout Alameda County were included in the study. The study included an assessment of the volume and number of expanded polystyrene (EPS) food ware items found in these 47 inlets as well as over 100 other inlets from throughout the Bay Area. A majority of the fourteen cities within Alameda County have adopted expanded polystyrene food ware bans. San Leandro and Pleasanton adopted their expanded polystyrene bans after the completion of the BASMAA baseline trash generation rate study.

ACCWP will conduct a follow-up study to assess the effectiveness of the EPS food ware bans at reducing the amount of EPS entering the storm drain system. As San Leandro and Pleasanton have adopted their ban since the completion of the baseline study, the follow-up study will compare the volume and number of EPS food ware items in the full trash capture devices in those two cities before and after the implementation of the bans. ACCWP will also sample a total of up to 100 full trash capture inlet devices from

throughout the County and compare the number and volume of EPS food ware items in areas with versus without EPS bans. A detailed study design is included in the ACCWP Pilot Assessment Strategy to be submitted separately.

1-C Amount of Litter Removed from Trash Hot Spots and Other Creek/Shoreline Cleanup Events

ACCWP member agencies collect trash annual from a total of 47 Hot Spots as well as numerous additional creek and shoreline cleanup events. Each member agency will gather data from these events that will allow for long term tracking of trends. The data to be collected include the volume and or weight of trash removed, the number of people and or the total number of person hours for each event, the length of creek or shoreline cleaned, and the dominant types of trash at each location. ACCWP will compile the data from these events and track the long term trends in trash along these water bodies throughout the County. Member agencies will also track trends at their specific cleanup locations.

1-D Amount of Litter at Schools Participating in the Litter Outreach Program

ACCWP has developed a request for proposal for a four-year litter reduction education/outreach grant directed at K-12 schools throughout Alameda County. ACCWP intends to award a total of up to \$125,000 per year to the successful applicant(s). The goals of the project are to clearly reduce the amount of litter at the participating schools and incorporate institutional changes at the schools so that litter will continue to be reduced in the future. Implementation is scheduled to begin in the 2014/15 school year. The request for proposal will include a requirement to evaluate the level of litter reduction achieved. A copy of the request for proposals is included in the ACCWP Pilot Assessment Strategy. A description of the assessment mechanism(s) of the successful proposal(s) will be included in the ACCWP Fiscal Year 2013/14 Annual Report.

1-E Amount of Litter at Multi-Family Dwellings Participating in the Targeted Outreach Program

Multi-family dwellings (i.e., apartment buildings and condominium complexes) are often areas of high trash generation. ACCWP is working with the City of Livermore to develop a litter reduction pilot targeting multi-family complexes known to be sites with significant litter issues. The pilot includes the following apartment building and condominium complexes: Livermore Garden Apartments (5720 East Avenue), La Castilleja (975 Murrieta Boulevard), and Castilleja Del Arroyo (1001 and 1009 Murrieta Boulevard). The planned assessment mechanisms include:

- December 2013: Pre-campaign Measurement – ACCWP and the City will take baseline measurements of all three sites. Methods of measurement will include taking photos of on-site litter, as well as collecting, characterizing and counting the litter using the Ocean Conservancy's Volunteer Trash Data Form. (Adopt A Creek Spot volunteers use this Data Form to characterize and count the trash collected from the Trash Hot Spot located behind the condominium complexes

on Coastal Clean-up Day.) Areas to be measured include landscaped and other common areas, the sidewalk, gutter and streets located in front of the sites. All three property managers/volunteers will collect one week's worth of on-site litter.

- November – December 2013: Research – All three property managers will be interviewed by City staff using twenty-five questions developed by the ACCWP. The interview results will help define the target audience(s) (i.e., age groups, income level, ethnic groups, etc.) and determine outreach tactics (i.e., face-to-face, signage, printed materials, etc.) This information will also assist the City and ACCWP in developing appropriate messaging.
- November 2013 – January 2014: Plan – One of the three sites will be chosen as the “Control” site. In addition, outreach strategies and tactics will be selected for the “Active” sites.
- May 17, 2014 – May 31, 2014: Post-campaign Measurement — City staff and ACCWP will duplicate the pre-campaign measurement methodologies at all three sites, including the Control. All three property managers/volunteers will collect one week's worth of on-site litter. On-site and off-site litter will be characterized and counted by City staff using the Ocean Conservancy's Volunteer Trash Data Form. All three property managers will be interviewed by City staff to help determine residents' attitudes/change in behavior, etc.
- June 1, 2014 – June 30, 2014: Reporting – Final Pilot Report will be presented to ACCWP member agencies.

1-F Self-Reported Litter Related Attitude and Behavior of Residents

Through its Public Information and Participation program ACCWP encourages residents to adopt less polluting behaviors. One targeted behavior is littering. ACCWP uses a variety of mechanisms to influence residents including public service announcements, online and movie theater advertising, outreach to K-12 schools, and participating in outreach events. ACCWP conducts telephone surveys of residents every several years to gauge Alameda County residents' awareness and attitude regarding stormwater related issues. These surveys include questions regarding respondents' reported behavior and attitudes regarding litter and littering. Future surveys will continue to track the long term trends in residents' awareness and attitudes regarding litter and littering.

OUTPUT-BASED INDICATORS

2-A Full capture device operation and maintenance

Consistent with the MRP, adequate inspection and maintenance of trash full capture devices is required to maintain full capture designation by the Water Board. The City of San Leandro is currently developing an operation and maintenance verification

program (Trash O&M Verification Program), via ACCWP, to ensure that devices are inspected and maintained at a level that maintains this designation. The ACCWP Trash O&M Verification Program will be modeled on the current O&M verification program for stormwater treatment controls implemented consistent with the Permit new and redevelopment requirements.

2-B Compliance with the Single-Use Bag Ban

The Alameda County Waste Management Authority is taking the lead on inspection and enforcement of the Single-Use Bag Ban. ACCWP will coordinate with the Waste Management Authority and report on the results of their inspection and enforcement program.

2-C Implementation of an effective street sweeping program

Street sweeping can be very effective in reducing the amount of trash entering the storm drain system. However, its effectiveness is dependent upon the frequency of sweeping and the ability of the sweeper to sweep along the edge of the curb. Parked cars can significantly reduce the effectiveness of a street sweeping program. The City of San Leandro will coordinate with ACCWP to develop and implement an assessment of its street sweeping program.

2-D Commercial Trash Container Management

Improper trash container management at commercial facilities can be a significant source of trash to the storm drain system. The City of San Leandro will coordinate with ACCWP to develop and implement an assessment of its commercial trash container management program.

2-E Residential Trash Container Management

Fugitive trash from residential trash collection can be a significant source of trash to the storm drain system. The City of San Leandro will coordinate with ACCWP to develop and implement an assessment of its residential trash collection program.

4.2 BASMAA “Tracking California’s Trash” Project

The ACCWP Pilot Assessment Strategy described in the previous section recognizes that outcome-based trash assessment methods needed to assess progress toward trash reduction targets are not well established. In an effort to address these information gaps associated with trash assessment methods, the Bay Area Stormwater Management Agencies Association (BASMAA), in collaboration with ACCWP, the 5 Gyres Institute, San Francisco Estuary Partnership, the City of Los Angeles, and other stormwater programs in the Bay Area, developed the Tracking California’s *Trash* Project. The Project is funded through a Proposition 84 grant awarded to BASMAA by the State Water Resources Control Board (SWRCB) who recognized the need for standardized trash assessment methods that are robust and cost-effective.

The Project is intended to assist BASMAA member agencies in testing trash assessment and monitoring methods needed to evaluate trash levels in receiving waters, establish control measures that have an equivalent performance to trash full capture devices, and assess progress in trash reduction over time. The following sections provide brief descriptions of tasks that BASMAA will conduct via the three-year Project. Full descriptions of project scopes, deliverables, and outcomes will be developed as part of the task-specific Sampling and Analysis Plans required by the SWRCB during the beginning of the Project. The Project is currently underway and will continue through 2016.

4.2.1 Testing of Trash Monitoring Methods

BASMAA and the 5 Gyres Institute will evaluate the following two types of assessment methods as part of the Project:

- **Trash Flux Monitoring** – Trash flux monitoring is intended quantify the amount of trash flowing in receiving waters under varying hydrological conditions. Flux monitoring will be tested in up to four receiving water bodies in San Francisco Bay and/or the Los Angeles areas. Methods selected for evaluation and monitoring will be based on a literature review conducted during this task and through input from technical advisors and stakeholders. Monitoring is scheduled to begin in 2014 and will be completed in 2016.
- **On-land Visual Assessments** – As part of the Project, BASMAA will also conduct an evaluation of on-land visual assessment methods that are included in the ACCWP Pilot Assessment Strategy. The methods are designed to determine the level of trash on streets and public right-of-ways that may be transported to receiving waters via MS4s. BASMAA plans to conduct field work associated with the evaluation of on-land visual assessment at a number of sites throughout the region. To the extent practical, sites where the on-land methods evaluations take place will be coordinated with trash flux monitoring in receiving waters. On-land assessments will occur in areas that drain to trash full capture devices, and all sites will be assessed during wet and dry weather seasons in order to evaluate on-land methods during varying hydrologic conditions. Monitoring is scheduled to begin in 2014 and will be completed in 2016.

4.2.2 Full Capture Equivalent Studies

Through the implementation of BASMAA's *Tracking California's Trash* grant-funded project, a small set of "Full Capture Equivalent" projects will also be conducted in an attempt to demonstrate that specific combinations of control measures will reduce trash to a level equivalent to full capture devices. Initial BMP combinations include high-frequency street sweeping, and enhanced street sweeping with auto-retractable curb inlet screens. Other combinations will also be considered. Studies are scheduled to begin in 2014 and will be completed in 2016.

4.3 Additional Progress Assessments

The City of San Leandro will be doing quarterly visual assessments of randomly selected blocks in each TMA and Sub Designation. These assessments will include photographic evidence and the data will feed a database designed to indicate the success of existing and planned control measures. These assessments will be instituted in the 2014-15 fiscal year.

4.4 Long-Term Assessment Strategy

The City of San Leandro is committed to implementing standardized assessment methods post-FY 2016/17 based on the lessons learned from pilot assessments. Assessment activities described in the previous sections will evaluate the utility of different assessment methods to demonstrate progress towards trash reduction targets and provide recommended approaches for long-term implementation. Lessons learned will be submitted to the Water Board with the FY 2015-2016 Annual Report and a revised Strategy will be developed and submitted, if necessary. The revised Strategy will include assessment methods that will be used to demonstrate progress during the remaining term of trash reduction requirements.

4.5 Implementation Schedule

The implementation schedule for the ACCWP Pilot Implementation Strategy, BASMAA's Tracking California's Trash project, and the Long-Term Assessment Strategy are included in Table 4-1. Load reduction reporting milestones are also denoted in the table. The schedule is consistent with the need for near-term pilot assessment results to demonstrate progress toward short-term targets, while acknowledging the need for testing and evaluation of assessment methods and protocols prior to long-term implementation.

Table 4-1. City of San Leandro planned trash progress assessment implementation schedule.

Trash Assessment Programs and Methods	Prior to FY 2013-14	Fiscal Year								
		2013-14 ^a	2014-15	2015-16	2016-17 ^b	2017-18	2018-19	2019-20	2020-21	2021-22 ^c
Pilot Trash Assessment Strategy (ACCWP)										
Single-Use Plastic Bag Assessment	X	X				X				
Expanded Polystyrene Assessment	X	X								
Trash Hot Spot Cleanup Assessment	X	X	X	X	X					
K-12 School Litter Reduction Outreach Program						X				
Multi-Family Dwelling Litter Outreach Program		X								
Residents' Self-Reported Litter-Related Behavior	X					X				
Full Capture Operation and Maintenance Verification			X	X	X					
Single-Use Bag Ban Compliance		X	X	X	X					
Street Sweeping Effectiveness Evaluation			X	X	X					
Commercial Trash Container Management Assessment			X	X	X					
Residential Trash Container Management Assessment			X	X	X					
Tracking California's Trash Project (BASMAA)										
Testing of Trash Monitoring Methods										
Trash Flux Monitoring Protocol Testing			X	X	X					
On-land Visual Assessment Evaluations			X	X	X					
Full Capture Equivalent Studies			X	X	X					
Additional Assessments City of San Leandro										
Quarterly Inspections			X							
Long-Term Trash Assessment Strategy (ACCWP)						X	X	X	X	X

^aJuly 1, 2014 - 40% trash reduction target

^bJuly 1, 2017 - 70% trash reduction target

^cJuly 1, 2022 - 100% trash reduction target

5.0 REFERENCES

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- Allison, R.A., T.A. Walker, F.H.S. Chiew, I.C. O'Neill and T.A McMahon 1998. From Roads to rivers: Gross pollutant removal from urban waterways. Report 98/6. Cooperative Research Centre for Catchment Hydrology. Victoria, Australia. May 1998.
- Armitage, N. 2003. The removal of urban solid waste from stormwater drains. Prepared for the International Workshop on Global Developments in Urban Drainage Management, Indian Institute of Technology, Bombay, Mumbai India. 5-7 February 2003.
- Armitage, N. 2007. The reduction of urban litter in the stormwater drains of South Africa. *Urban Water Journal* Vol. 4, No. 3: 151-172. September 2007.
- Armitage N., A. Rooseboom, C. Nel, and P. Townshend 1998. "The removal of Urban Litter from Stormwater Conduits and Streams. *Water Research Commission* (South Africa) Report No. TT 95/98, Pretoria.
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- County of Los Angeles. 2002. Los Angeles County Litter Monitoring Plan for the Los Angeles River and Ballona Creek Trash Total Maximum Daily Load. May 30, 2002.
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- Kim, L.H, M. Kayhanian, M.K. Stenstrom 2004. Event mean concentration and loading of litter from highways during storms. *Science of the Total Environment* Vol 330: 101-113.
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Solicitation Request

Solicitation Date:

Company:

FAX:

Email:

United Storm Water, Inc. would like to increase the level of participation of local business in the City of San Leandro for the Trash Capture Device Installation 2016-17 project. Plans and specifications for the project are available for review upon request. Should you require any assistance and/or information for participation, licensing, etc. please contact us as soon as possible.

Please give us a call if your company can offer the following for this project:

- Stainless Steel Wedge Anchors 3"x3/8 (4,000 units)
- Stainless Steel Sheet Metal Screws 3/16"x 3/4 (6,000 unit)
- Stainless Steel 14 Gauge Perforated 5 mm Sheets (4x10) Qty (140) Sheets

If you are interested and able to provide such services please email maria@unitedstormwater.com or fax 626/961-3166.

Interested

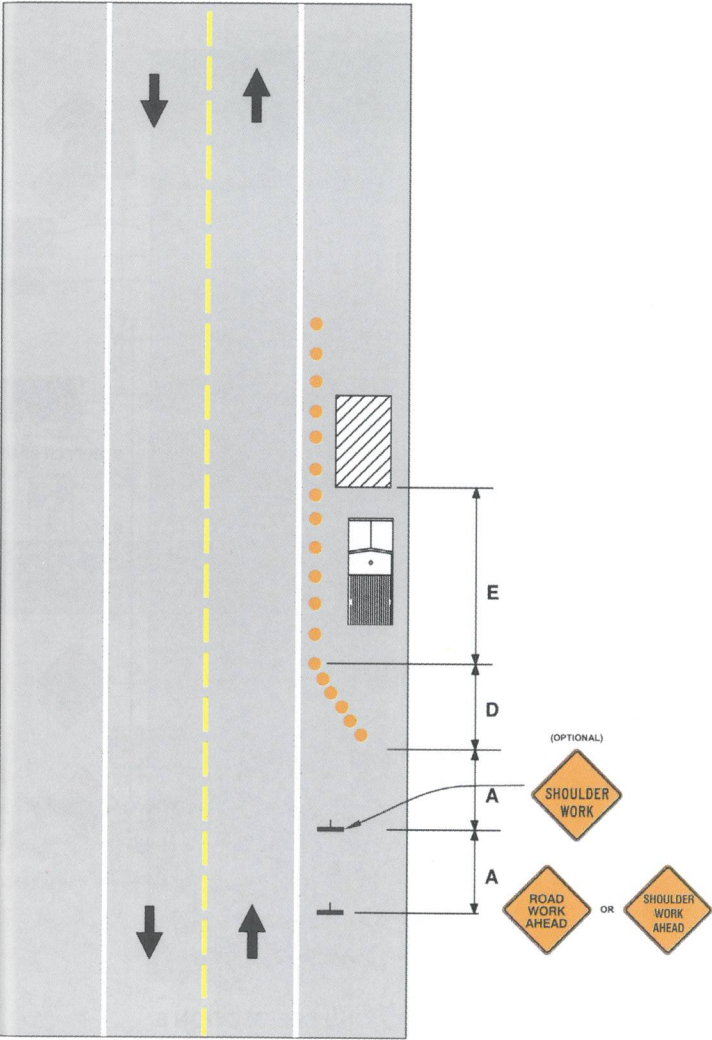
Not Interested

Thank you,

Maria Mercado

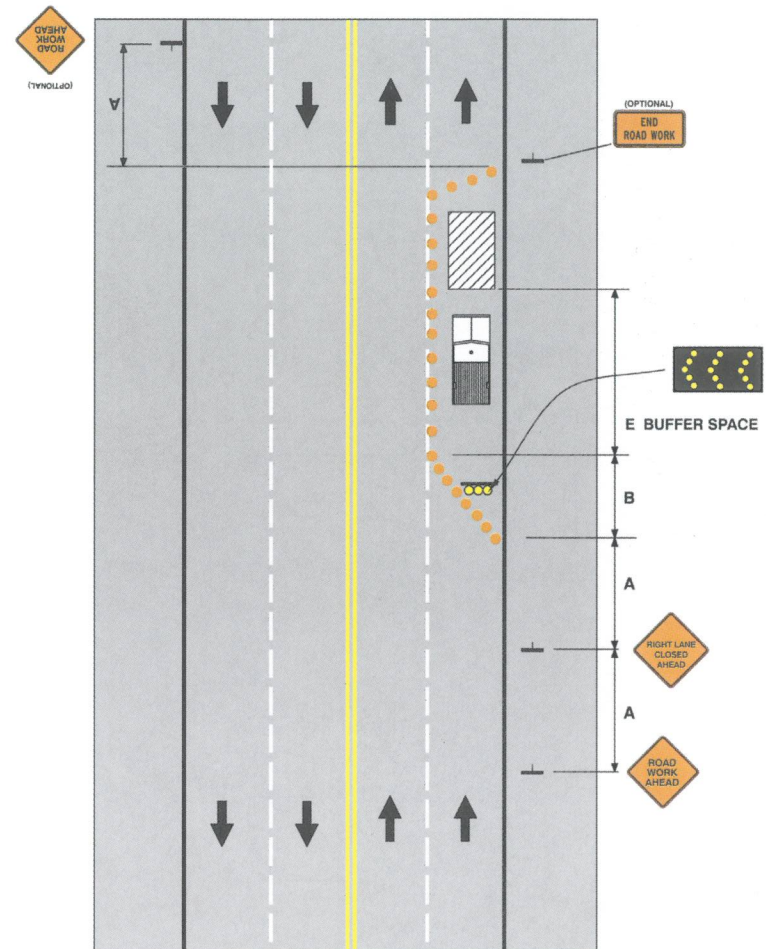
Bid Coordinator

Shoulder Closure



NOT TO SCALE

Right Lane Closure



FOR HIGH SPEED SITUATIONS SEE SECTION 8

NOT TO SCALE



City of San Leandro

Meeting Date: July 18, 2016

Resolution - Council

File Number: 16-352

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving Non-Professional Services Sole Source Agreement in the Amount of \$211,500 with United Storm Water, Inc., for the Purpose of Installing Trash Capture Devices for up to 400 City Storm Drains To Meet Regulatory Requirements of the Current Municipal Regional Stormwater Permit

WHEREAS, an agreement between the City of San Leandro and United Storm Water, Inc., a copy of which is attached, has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreement is hereby approved and execution by the City Manager is hereby authorized.

NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
UNITED STORM WATER, INC.
FOR
TRASH CAPTURE DEVICE INSTALLATION 2016-17

THIS AGREEMENT for trash capture device installation services is made by and between the City of San Leandro ("City") and United Storm Water, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of August 1, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2017, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless

currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$211,500.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$N/A. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all

outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

- 3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- 4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
 - c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
 - d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work,

it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

- 4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
- 4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon sixty (6) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 et seq.

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 et seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 et seq., and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by Dean Wilson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 **Notices.** Any written notice to Contractor shall be sent to:
Ramon Menjivar
14000 E. Valley Blvd.
City of Industry, CA 91746

Any written notice to City shall be sent to:
Dean Wilson
City of San Leandro
Wastewater Treatment Plant
3000 Davis Street
San Leandro, CA 94577

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	California Labor Code Section 1720 Information

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

United Storm Water, Inc.

Chris Zapata, City Manager

Ed Perry, Jr., President

Attest:

Contractor's DIR Registration Number

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

210-38-371-5240

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

1957063.2 (2015)

EXHIBIT A

SCOPE OF SERVICES

Contractor shall manufacture and install on-site manufactured connector pipe screens in up to 400 City of San Leandro storm drain inlets. Approximately 200 devices shall be installed in August and September 2016 and approximately 200 devices shall be installed during Phase B of this project, to be completed prior to December 2017. All trash capture devices, materials, capacities, installation work and warranties shall comply with requirements of the San Francisco Regional Water Quality Control Board and the Alameda County Mosquito Abatement District.

One work crew shall complete the installation work for the first part of the phase within a two-month timeframe in August and September 2016. If installation work does not proceed at the expected pace, Contractor shall, at City's request and at no additional cost to the City, provide additional crews to be onsite within two business days in order to ensure that all work is completed on time.

One or more City staff will be available for the entire project to coordinate additional drain inlet cleaning and/or resolve unforeseen events occurring in the field. City staff will also record drain inlet dimensions, provide photo documentation, and coordinate work locations with Contractor staff before and during each workday.

For Phase A, City staff will provide a list of 200 trash capture device installation sites and will provide maps to Contractor ten (10) days prior to project start dates. To the extent possible, these sites will be clustered to maximize trash capture coverage and installation/maintenance efficiency.

City staff will clean all proposed storm inlet trash capture device locations prior to Contractor installation start date. In the event that City staff misses an inlet, or if an inlet location needs to be changed, Contractor shall, at no additional cost, place storm drain inlet debris in a plastic bag at the curb for City staff to pick up.

Contractor crews shall provide and set out traffic control safety cones and signs to create a safe work zone. All traffic control shall comply with the California Manual on Uniform Traffic Control Devices for Streets and Highways: Part 6, Temporary Traffic Control.

Materials, trash-capture configuration and installation procedures for each trash capture device shall comply with San Francisco Regional Water Quality Control Board and Alameda County Mosquito Abatement District requirements. The gap between the bottom, sides and joints of the assembled trash capture device shall not exceed 5mm or 0.197 inches. Any edge of the assembled trash capture device that is not flush with the floor or wall of the drain inlet vault shall be smooth with no prongs or jagged edges.

The City representative shall inspect each trash capture device installation to ensure that it meets the minimum operability standards. The inspection also includes traffic control and photo documentation of each installation.

Contractor shall meet the requirements of Section 1-6-225 Comparison of Bids, Local Business Participation Goal of the San Leandro Municipal Code, i.e., that the Contractor shall engage in good faith

efforts to hire or contract with San Leandro businesses, nonprofit organizations or residents to perform the contract.

Contractor shall warrant their product and workmanship as follows: the CPS devices and hardware that are installed shall be warranted from three years of the date of acceptance. All parts and devices installed by the Contractor will be warranted against corrosion, excessive wearing of moving parts, and operational malfunction. If a device installed by the Contractor becomes defective due to faulty materials, workmanship, or lack of conformity within three years, the Contractor shall, at no cost to the City, provide all labor, material and equipment required to repair or replace devices, within 30 days notification from the City.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Each trash capture device that is installed using basic traffic control will be charged at the rate of \$475.50 each.

Each trash capture device that is installed that requires a lane closure will be charged at the rate of \$645.75 each.

The total contract shall not exceed charges of \$211,500.00. All expenses incurred by Contractor are included in this not-to-exceed amount.

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.