

CITY OF EAST PALO ALTO, CALIFORNIA DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

ADDENDUM 1

BAY ROAD IMPROVEMENT PH. II AND III PROJECT – CIP-ST-05A

General Information/Clarification

- Engineer's Estimate is \$12 million
- Bid Time is 2pm on 11/12/19
- The concrete blocks located along Bay Road east of Pulgas Avenue will be removed by the City prior to construction commencement.
- The pre-bid meeting sign-in sheet and slideshow are included on the City website at the following link: http://www.ci.east-palo-alto.ca.us/bids.aspx?bidID=65
- The Disclosure of Lobbying Activities form on Page 138 and 139 of the Specifications is being replaced with the form included in Attachment 5 of this Addendum.
- No changes in the wage rates as of the date of the Addendum.
- Attachment 4 of this Addendum to be included with Section 5-2.30 of the Specifications, Water Pollution Control.

Questions by Contractors and City Responses:

• Please clarify under what bid item is the Aggregate Base CL 2 for the following minor concrete items curb & gutter, sidewalk, driveways and bus pads is paid? The special provisions describe payment in two places, BI#27 CL 2 AB as described in special provision section 10-16 AB under PCC or various BI#s per the special provision section 10-20.2 (including base material)?

City Response: Bid Item No. 27, Class 2 AB, is paid as a separate pay item only for Asphalt Pavement areas under HMA (TYPE A). For all other Minor concrete items like Curb & Gutter, Driveways, Sidewalks, Median island, base material is included in the contract price paid for each individual item. Under Bus pads and crosswalk cement treated base is included. The project specifications 10-16 through 10-20.2 have been updated and attached to this addendum as Attachment 1.

 Are there are soils reports for Bay Road and Pulgas Avenue. I am assuming that there are boring logs for these two streets that would detail auger boring depths and the type of material encountered. City Response: The reports have been uploaded to the following link under Engineering Reports on the City Website: http://www.cityofepa.org/index.aspx?nid=180

• Plan sheet 44 refers to cleaning the existing 72" pipe on Runnymede Street. I think we need a pay item and specification description of this work.

City Response: All the work associated with cleaning of the pipe on Runnymede Street is omitted. Sheet 44 is to be removed from the plan set. See Attachment 2.

• On Sheet: 86, 87, Plant List: ALN RUB tree showed on Planting Plan (sheet 86) and not listed in Plant List.

City Response: Revised "ALN RUB" tree callouts on plan sheets 86-88 to "GEI PAR" to match Plant List. Also Added Arbutus 'Marina' to plant list on sheet 87 to correspond with "ARB MAR" tree callout on sheet 88. Revised plan sheets 86-88 have been included as Attachment 3 to this addendum.

• The new grade on Bay Road will be 2' to 2.5' above the existing grade. Traffic will need to run on compacted dirt for several weeks during construction. Will the city allow traffic to run on compacted dirt for several weeks during construction?

City Response: This will be acceptable on Bay Road east of Tara Road, however, other areas to be reviewed on a case by case basis per the Director of Public Works.

 What material or roadway excavation needs to be off hauled? What are quantities for Cl 1 and Cl 2 soil removal.

City Response: Review Attachment C, Soil and Groundwater Monitoring Plan. Also, included as Attachment 4, is Section 6, Environmental Compliance which shall be referenced with Bid Item No. 6. There is approximately 1410 cubic yards of soil in the proximity to the 1990 Bay Road site which is pre-characterized for direct loading and off-site disposal.

Per the project specifications 10-5.01, the Contractor shall submit a plan to show compliance with the contaminated soil. The Plan shall clearly identify and separate the quantities associated with the 1990 Bay Road site and the rest of the site. For any soil outside the deed restriction limits, contractor shall be responsible for testing the soil prior to disposal or utilizing as backfill on site.

• I think your quantity for bid item #27 "CL2 Base" is wrong. The base rock required for the new road section will be 4,325 CY.

City Response: There is imported borrow in addition to class 2 AB for the limits of the Pulgas to Cooley landing where the roadway profile is raised.

Class 2 AB is for pavement structural section only. The square feet (sf) of the pavement section including HMA driveways and Bike path is about 52000 sf.
Class 2 AB Thickness – 12 inches.

Class 2 AB = (52000*1)/27 = 1925 CY.

Imported Borrow needed between the limits of Pulgas Ave. to Cooley landing = 3240 CY.

• There are two sets of Exhibit 15-H in the package. One is for this project with a 13% DBE goal. The other is for project SRTSL-5438 (013). How would you like me to submit this as an RFI?

City Response: The second 15-H which is referencing the SRTSL project is not correct and this form should be eliminated from the package.

• Will partnering be required? Will a Dispute Resolution Board be required?

City Response: No

• Who will pay for the PG&E standby noted on Sheet 39, note 8?

City Response: Section 10-22.12 states coordination with outside utility companies including PG&E is by the Contractor. However, the City may call on a PG&E representative through its franchise agreement with PG&E

• Is night work permitted? If so what are the work hours?

City Response: Night work will be approved on a case by case basis per approval of the Director of Public Works.

 According to the Construction General Permit (CGP) adopted September 2, 2009, Risk Determination must be made as part of the project planning and prior to the submittal of Project Registration Documents (PRDs). Is this project a Risk Level 1, 2 or 3?

City Response: Per Section 10-2.01 of the Contract Documents and Specifications, it is the responsibility of the Contractor to hire a QSD/P who will prepare the SWPPP. The Contractor shall implement the SWPPP as required by the General Permit, including evaluate and determine the project's risk level.

• Please confirm that all Project Registration Documents (PRDs) will be developed, submitted and amended or revised by an agent or employee of the Owner (QSD).

City Response: The Contractor is responsible for developing, submitting and amending the PRD

According to the Construction General Permit (CGP) adopted September 2, 2009, a Discharger is
defined as the Legally Responsible Person (LRP). A LRP is defined as the person who possesses
title on the land. Accordingly, we assume that all compliance actions required of a Discharger
will be executed by the owner. Please confirm.

City Response: The City will be designated as the LRP. However, if a violation of the Permit occurs that is due to the Contractor's actions or inactions and a fine is assessed, the Contractor shall be responsible for the fine and all applicable remediation requirements.

• If the project is a Risk Level 2 or Risk Level 3 the Qualified SWPPP Practitioner (QSP) will develop a Rain Event Action Plan (REAP). The plan is to be developed for all phases of construction 48 hours prior to any likely precipitation event. Please confirm that the REAP will be completed by an agent or employee of the owner (QSP).

City Response: It is the responsibility of the Contractor to hire a QSD/P and they will update any needed REAP.

• If the project is a Risk Level 2 or Risk Level 3, how many Likely Precipitation Events should be included in the bid? How many Qualifying Rain Events should be included in the bid?

City Response: The payment for the implementing the SWPPP is lump sum. The Contractor is responsible for including an appropriate amount of contingency in the bid for performing the work.

• Will all costs for maintenance, protection, and implementation of the RAIN EVENT ACTION PLAN, as developed by the QSP, be completed on a time and materials basis?

City Response: The payment for the implementing the SWPPP is lump sum. The REAP is considered a part of the reporting needed in implementing the SWPPP and is included in this cost.

City of East Palo Alto

Humza Javed, P.E.

City Engineer

ADDENDUM No.1, ACKNOWLEDGMENT

(To be submitted with Contractor's Information Form, Attachment 1 of RFP)

REQUEST FOR BID – CONSTRUCTION MANAGEMENT SERVICES FOR BAY ROAD IMPROVEMENT PH. II AND III PROJECT

City Project: CIP-ST-05A HPLUL-5438(011)

Bidder acknowledges receipt of this addendum, which shall be attached to the bid. Acknowledgement of receipt of this addendum is required in the space provided below. Failure to acknowledge the addendum may subject the bidder to disqualification.		
I,, representing read this addendum, understand it, acknowledge receipt		
CONTRACTOR SIGNATURE	DATE	

ATTACHMENT 1

10-16 AGGREGATE BASE

BID ITEM 27, CLASS 2 AGGREGATE BASE

10-16.1 GENERAL

Aggregate Base shall be Class 2 and shall conform to the provisions of the Section 26 "Aggregate Base" of the Caltrans standard specifications.

AB under PCC sidewalk and ADA curb ramps shall be 4" minimum.

AB under PCC driveway shall be 6" minimum

10-16.2 MEASUREMENT AND PAYMENT

The contract price paid per cubic yard for Aggregate Base (Class 2) shall include full compensation for furnishing all labor, materials, tools equipment, and performing all the work necessary to place the aggregate base, complete in place, as shown on the plans, as specified in the standard specifications, these special provisions, and as directed by the engineer, except as noted below where Aggregate Base (Class 2) is included in other bid items and not directly paid for as Class 2 Aggregate Base.

Class 2 Aggregate Base is included in the following bid items and not directly paid for directly as Class 2 Aggregate Base:

BID ITEM 29, CONCRETE CURB AND GUTTER

BID ITEM 32, CONCRETE SIDEWALK AND CURB RAMPS

BID ITEM 33, CONCRETE DRIVEWAY

BID ITEM 34, CONCRETE MEDIAN

10-17 CEMENT TREATED BASE

NOT A SEPARATE PAY ITEM

10-17.1 GENERAL

All work shall conform to the provisions of Section 27 "Cement Treated Bases" of the Standard Specifications.

10-17.2 MEASUREMENT AND PAYMENT

Full compensation for Cement Treated base shall be considered as included in the price paid for square footage of the Concrete Bus Pad and Concrete Crosswalk and no additional compensation will be allowed therefor.

10-20 CONCRETE FINISH WORK

BID ITEM 29, CONCRETE CURB AND GUTTER

BID ITEM 30, CONCRETE CURB

BID ITEM 31, CONCRETE CURB (BIOFILTRATION AREA)

BID ITEM 32, CONCRETE SIDEWALK AND CURB RAMPS

BID ITEM 33, CONCRETE DRIVEWAY

BID ITEM 34, CONCRETE MEDIAN

BID ITEM 35, CONCRETE BUS PAD

BID ITEM 36, CONCRETE CROSSWALK

BID ITEM 37, CONCRETE SEAT WALL

BID ITEM 38, CONCRETE SEAT CUBE.

10-20.1 GENERAL:

Attention is direction to Section 73 "Concrete Curbs and Sidewalks," Section 90 "Concrete," Section 52 "Reinforcement," of the Standard Specifications and these special provisions.

The work includes constructing Portland cement concrete curbs, curbs and gutters, sidewalks, driveways, curb ramps, concrete median paving, crosswalk, bus pad, seat cubes, seat walls and other miscellaneous Portland cement concrete construction as shown on the plans, as specified in the standard specifications, these special provisions and as directed by the Engineer.

Concrete shall be Minor Concrete (containing no less than 463 pounds of cementitious material per cubic yard.

Expansion joint material shall be installed to the full depth of the concrete at all locations, as shown on the plans and standard drawings, and as directed by the Engineer.

All concrete gutters shall be water tested for drainage before acceptance. The maximum deviation from a true grade shall not result in ponding water to a depth exceeding 0.02 feet. It is the contactor's responsibility to construct the gutter in such a manner that it flows around the return without ponding.

The finished surface of the top of the curb shall not vary more than 0.01 feet above or below the staked grade.

Color Admixtures: For standard concrete sidewalk, concrete pavement type 1, driveways, curb, gutter, median curb, concrete crosswalk, access ramps and bus pads, add one pound of lampblack per cubic yard of concrete. For Decorative Concrete Sidewalk, Concrete Pavement Type 2, Median Paving, Seat Walls, Seat Cubes, and Concrete Crosswalks, color shall be added per manufacturer's recommendations.

Defective Work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., shall be repaired or removed and replaced as directed by and to the satisfaction of the Engineer. All cleaning, patching, and repairs shall be subject to the Engineer's approval and acceptance.

Color Samples: The contractor shall provide a sample of each concrete color and finish to the City review prior to constructing mockups.

Concrete Mockups: The Contractor shall demonstrate to the satisfaction of the City that he, or his subcontractor, possesses sufficient skills and experience to perform the work. Photographs and/or site visits of past work may be required to supply this information. A 4-foot sample of the concrete seatwall and one seat cube shall be poured and finished at the site the City's review prior to commencing concrete pouring. Once the samples have been reviewed, the Contractor shall meet or exceed that quality of finish in all subsequent work. Contractor shall be responsible for removal of the samples at the completion of the work.

Submittals: The following shall be submitted by the Contractor to the Engineer in accordance with the applicable portions of the referenced specifications:

- 1. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
- 2. Manufacturer's literature for admixtures, embedded items, liquid membrane-form curing compound and non-shrink grout.
- 3. Certification that materials are in compliance with specification requirements.
- 4. Method of transporting and placing concrete.

10-20.2 MEASUREMENT AND PAYMENT:

Vertical Curb at bus stops shall be paid for as Concrete Curb.

The contract price paid per linear foot for "Concrete Curb", "Concrete Curb (Biofiltration Area)", "Curb and Gutter", "Concrete Seat Wall", shall include full compensation for furnishing all labor, material (including any base material), tools, equipment, and incidentals and for doing all the work involved in constructing curb, curb and gutter, concrete seat wall complete in place, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per each "Seat Cube", shall include full compensation for furnishing all labor, material (including <u>any</u> base material), tools, equipment, and incidentals and for doing all the work involved in constructing seat cubes as shown on the plans, as specified in the special specifications and these special provisions, and as directed by the engineer.

The contract unit price paid per square foot for "Sidewalks and Curb Ramps", "Driveways", "Bus Pad", "Median" and "Crosswalk", shall include full compensation for furnishing all labor, material (including any base material), tools, equipment, and incidentals and for doing all the work involved in constructing Sidewalks, Driveways, Curb Ramps including truncated domes warning surface, Bus Pad, Cross Walks and Median Paving as shown on the plans, as specified in the special specifications and these special provisions, and as directed by the Engineer.

Remove sheet

SHEET 44

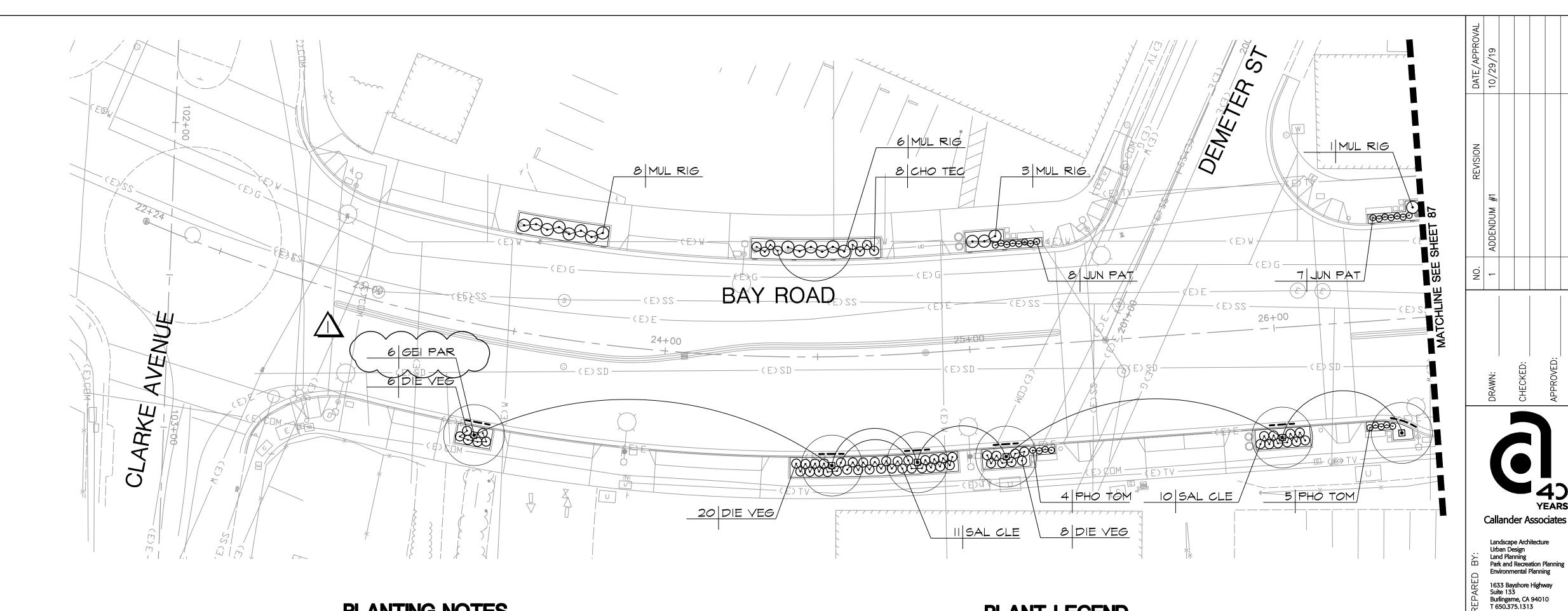
JOB #: <u>699-002</u>

DATE:

10/08/18

OF **93**

10/08/18



PLANTING NOTES

- 1. MULCH: INSTALL A UNIFORM TWO-INCH COVERING OF MULCH IN ALL AREAS TO BE PLANTED, EXCEPT BIOFILTRATION AREAS. MULCH TYPE PER SPECS. AVAILABLE FROM REDI-GRO, (800) 654-4358, OR EQUAL. IN BIOFILTRATION AREAS INSTALL A TWO-INCH COVERING OF 1/4" GRANITE CRUSHED ROCK. MATERIAL AVAILABLE FROM LYNGSO, (650) 364-1730, OR EQUAL.
- 2. EXISTING PLANT MATERIAL: PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN. REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE OWNER'S SATISFACTION AT NO ADDITIONAL COST.
- 3. <u>Groundcover:</u> Provide Groundcover at Indicated on-Center SPACING THROUGHOUT ALL AREAS TO BE PLANTED. GROUNDCOVER SHALL BE PROVIDED UP TO THE WATERING BASIN OF ALL TREES AND SHRUBS.
- 4. QUANTITIES: THE QUANTITIES SHOWN ON THE LABELS ARE NOT TO BE CONSTRUED AS THE COMPLETE AND ACCURATE LIMITS OF THE CONTRACT. FURNISH AND INSTALL ALL PLANTS SHOWN SCHEMATICALLY ON THE DRAWINGS.
- 5. IMPORT TOPSOIL: ALL PLANTING AREAS AND SOIL UNDER TREE GRATES SHALL RECEIVE A 2'-0' LAYER OF IMPORT TOPSOIL PER SPECIFICATIONS.

SEE CIVIL DRAWINGS FOR BIO-TREATMENT SOIL IN BIOFILTRATION AREAS.

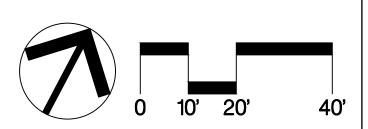
6. SOILS TESTING: SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. IN ADDITION, CONTRACTOR SHALL SUBMIT A FIVE GALLON SAMPLE OF NATIVE TOPSOIL FROM ANY AREAS PREVIOUSLY COVERED BY PAVING, TO WAYPOINT ANALYTICAL, INC. OF SANTA CLARA, (408) 727-0330, FOR CONTAMINATION TESTING. TESTING REQUIRES FOUR TO FIVE WEEKS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION.

PLANT LEGEND

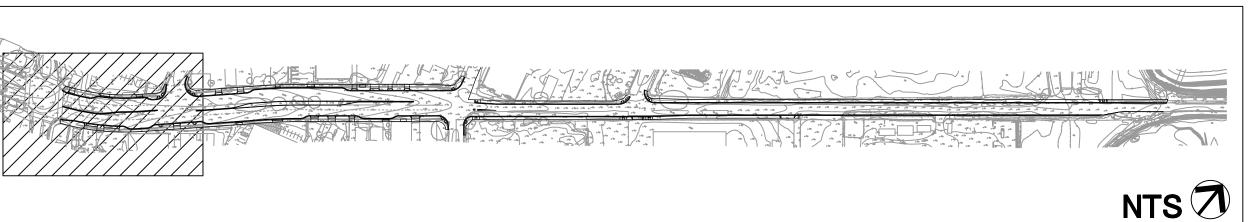
---- ROOT BARRIER, PER SPECS. INSTALL FLUSH WITH INSIDE FACE OF CURB OR PAVING IN LOCATIONS INDICATED. SHOWN ON OUTSIDE OF CURB FOR GRAPHIC PURPOSES ONLY.

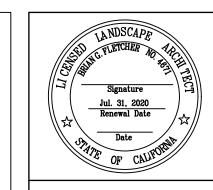


EXISTING TREE TO REMAIN



KEY MAP





DATE: <u>10/08/18</u> 10/08/18 JOB #: ____**12064**

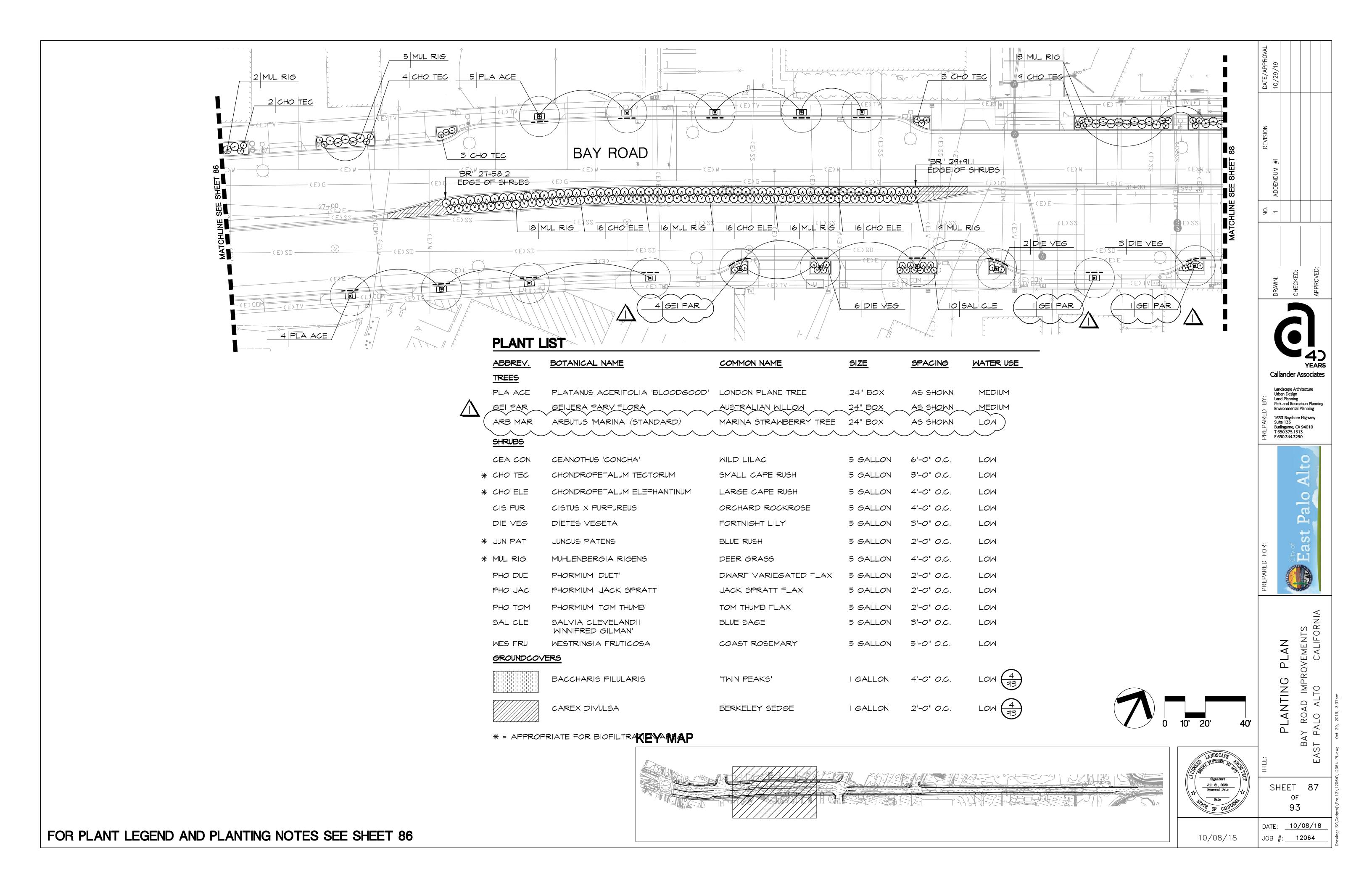
FOR PLANT LIST SEE SHEET 87

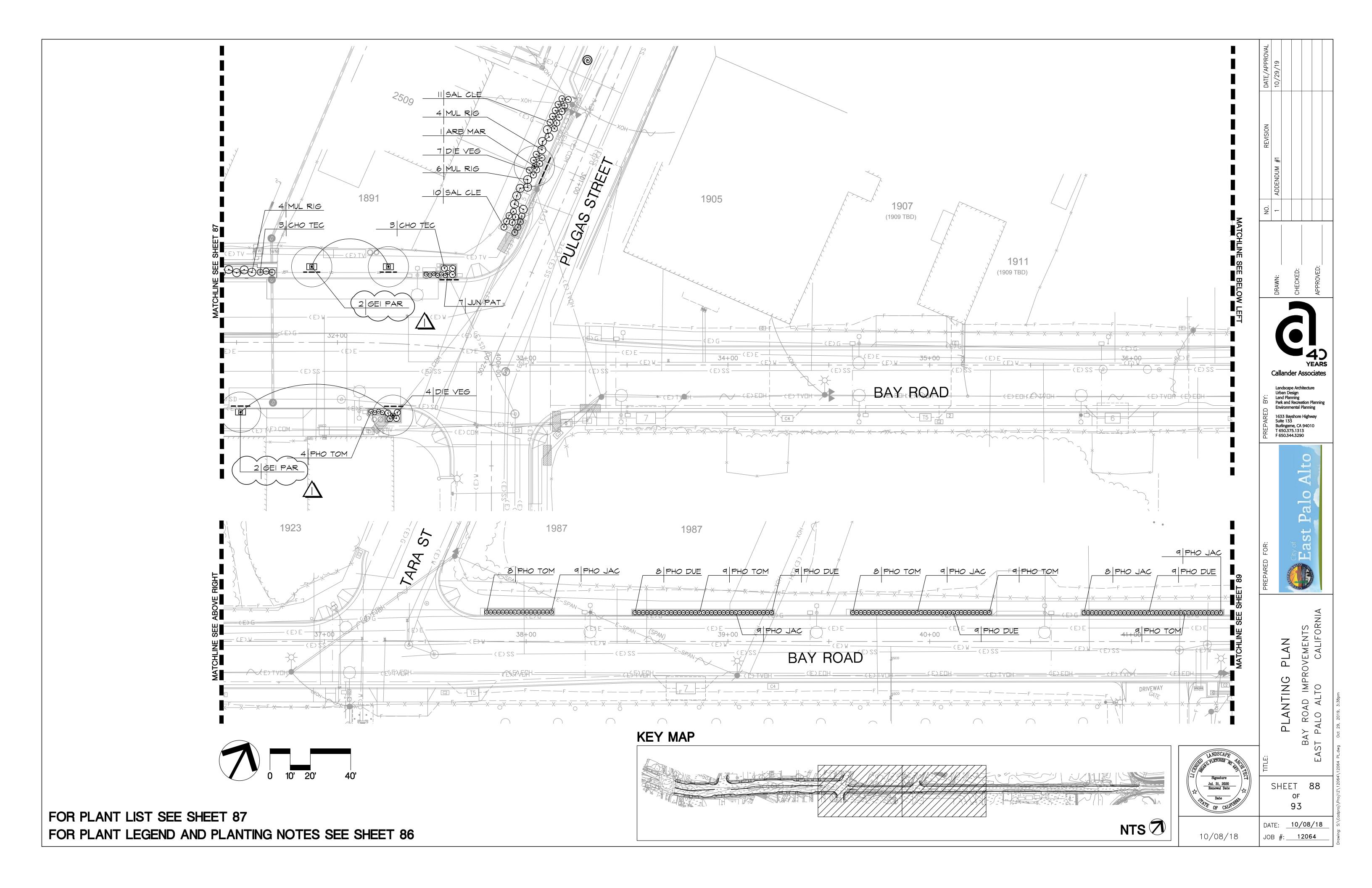
F 650.344.3290

YEARS

PLANTING

SHEET 86 OF 93





SECTION 6. ENVIRONMENTAL COMPLIANCE

6-1.01 CONTAMINATED SOIL AND GROUNDWATER MANAGEMENT PLAN

The City has investigated and characterized the soil and groundwater within the project construction limits and has prepared the "Soil and Groundwater Management Plan, Bay Road Improvement Project, Phases 2 and 3" (SGMP, Ninyo & Moore, September 2018). The Contractor is responsible for reviewing and implementing the requirements of this SGMP, which is attached as an appendix to these provisions and is incorporated into the contract documents. The SGMP provides the special handling and management procedures that are to be followed when the Contractor encounters potentially contaminated soil and/or groundwater during construction. The environmental concerns identified for this media are also documented in a Phase II Environmental Site Assessment Report (Ninyo & Moore, March 2015), which is available for review upon request.

The project SGMP defines the Contractor's responsibilities for worker health and safety, personnel assignments and responsibilities, soil excavation, management of contaminated and potentially contaminated materials, on-site reuse and, if required, off-site disposal procedures, and provides recommendations to reduce exposure to workers and the public from contaminants, if encountered. Work performed under the SGMP shall be in compliance with site construction specifications, a site health and safety plan, and applicable local, state, and federal statutes and regulations.

There are deed restrictions on the 1990 Bay Road, 1950 Bay Road, and the Pacific Gas & Electric Pole Yard that is a portion of the 2000 Bay Road property. Implementation of the SGMP will ensure compliance with the requirements of these deed restrictions. The deed restriction for the 1990 Bay Road Property requires compliance with San Francisco Bay Regional Water Quality Control Board (RWQCB) Order No. R2-2016-0037 for Starlink Logistics, Inc. (SLLI), the 1990 Bay Road property owner. This RWQCB order regulates a portion of Bay Road that is identified as having arsenic impacted soil. All of the deed restrictions require that:

- Any soil or groundwater brought to the surface shall be handled in accordance with all applicable provisions of state and federal law;
- Any work performed in the areas covered by the deed restrictions shall preserve the integrity of remedial measures or groundwater monitoring systems; and
- The RWQCB should be notified 10 days prior to any work that may affect the integrity of remedial measure or groundwater monitoring systems.

The SGMP identifies the following potential contaminants that may be encountered at this site: heavy metals, in particular arsenic, total petroleum hydrocarbons (TPH), and volatile organic compounds (VOCs, including tetrachloroethylene (PCE) and trichloroethylene (TCE). The SGMP provides the protocol the Contractor shall follow during construction. It addresses worker health and safety controls, personnel responsibilities, management of contaminated and potentially contaminated soils, on-site stockpiling and reuse. The SGMP requires that the Contractor prepare and implement a Health and Safety Plan.

The City has characterized the soil in the trench alignment and finds that it falls into two classifications:

- Soils with arsenic concentrations > 20 mg/kg that may not be reused as trench backfill (approximate station limits "BR Line" 36+10 to 42+70); and.
- Soils with minimum contamination suitable for use as trench backfill;

Onsite material that meets the City's chemical testing requirements, or imported clean fill material, both with geotechnical qualities evaluated as suitable by the Geotechnical consultant, will be used as backfill. Clean excavated material that will not be reused in place will be segregated and either immediately reused at a pre-approved on-site location or temporarily stockpiled.

An estimated 1410 cubic yards of soil in proximity to the 1990 Bay Road property has been sampled and pre-characterized by SLLI for direct loading and off-site disposal. The Contractor will coordinate with SLLI's site manager to directly load excavated soil from any roadway excavations and utility trenches within the area labeled "Potential Area of Arsenic Impacted Soil" on Figure 2 of the SGMP into trucks provided by SLLI for disposal by SLLI. The Contractor will need to import clean fill to backfill this section of the trench or may use excess soil taken from other sections of the trench for backfill.

Soil east and west of the 1990 Bay Road property has been sampled by SLLI and precharacterized by the City and is found to be suitable for reuse on site. Soil excavated from utility trenches outside of the area labeled "Potential Area of Arsenic Impacted Soil" on Figure 2 shall be either immediately reused at an on-site location or temporarily stockpiled.

The Contractor shall notify the City of any material that the Contractor believes may be classified as hazardous waste or asbestos, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. Potentially contaminated groundwater containing VOCs may be encountered during excavation utility trenches and manholes and will need to be managed from dewatering operations. The Contractor shall provide equipment to contain groundwater and conduct the permit-required sampling and analytical testing required prior to disposal in accordance with the SGMP. The Contractor is responsible for appropriate discharge or off-site disposal of groundwater. The Contractor shall minimize the extent of trench left open to the maximum extent feasible to reduce the amount of groundwater to be dewatered.

When the presence of hazardous substances or asbestos are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

6-2.01 WATER POLLUTION CONTROL

All construction shall conform to the requirements of the City of East Palo Alto Municipal Code and the California Regional Water Quality Board Municipal Regional Stormwater Permit. Construction sites must maintain year-round effective erosion control, run-on and runoff control, sediment control, good site management, and non-stormwater management through all phases of construction. Contractors are required to plan for and implement effective stormwater Best Management Practices (BMPs) and the City is required to monitor and enforce compliance.

- a) Erosion control. Contractor shall practice best management techniques to avoid exposing disturbed soils to rain, either by limiting excavation work during rain or deploying covers. Contractor must have adequate erosion control materials on site and must deploy these materials effectively to prevent soils from eroding from exposed surfaces. Examples of erosion control materials include tarps, jute netting and fiber blankets.
- b) Run-on and run off control. Contractor shall control the run-on of stormwater into the construction site as well as the runoff from the site. Contractor shall practice best management techniques and must have adequate materials on site to deploy to prevent stormwater run-on and runoff. Examples include drainage swales and berms.
- c) Sediment control. Contractor shall prevent soil sediment from flowing off the site to the street or storm drains. Contractor shall control dust migration, deploy wattles/fibers rolls, and install drain inlet filters to prevent sediments from migrating off-site. Loose soils shall be swept from surfaces rather than washed down with water.
- d) Site management. Contractor shall identify all storm drains that may be impacted by his construction activities and ensure his crews and subcontractors are aware that these must be protected. Construction material must be stored out of the rain. Demolition waste shall be sorted in accordance with the Waste Diversion Plan and the materials shall be promptly sent off for recycling or disposal. While on-site, wastes shall be covered to prevent contact with stormwater.
- e) Non-stormwater management. Crews and subcontractors shall be directed to promptly clean up and leaks or spills of construction materials that may pollute stormwater. Saw cut wastewaters shall be minimized and must be collected and disposed appropriately. Concrete washout rinses must also be collected and appropriately disposed as these materials are caustic. Paint cleanup wastes shall be contained and disposed appropriately. Debris containers shall be covered to prevent rain intrusion.

The Contractor shall submit a plan containing construction BMPs to the City for approval prior to mobilization. The contractor or sub-contractor must identify an individual that will oversee and ensure that all BMP's are in-place and adhered to. The Contractor's plan must include the staging area to comply with these special provisions.

No construction work will be allowed until the plan is approved and the BMPs are in place. If the Contactor fails to use or maintain the approved BMPs during construction, all work shall be stopped until the City is satisfied that all approved BMPs are in place.

6-6.01 CLEAN UP

The Contractor shall remove from the vicinity of the completed work all plants, buildings, rubbish, unused materials, concrete forms, etc., used in or resulting from the construction operations, and shall leave the job site in a clean and neat condition.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	Gederal Action: 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance a. bid/offer/a b. initial awa c. post-award c. post-award c. post-award	b. material change
4. Name and Address of Reporting Entity Prime Subawardee Tier, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known	Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, if applicable
8. Federal Action Number, if known:	9. Award Amount, if known:
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)
(attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)
\$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value	a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:	
(attach Continuation	on Sheet(s) if necessary)
16. Continuation Sheet(s) attached: Yes	No
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title:
	Telephone No.: Date:
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