

## COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON January \_\_\_ 2025, (the EFFECTIVE DATE) is between the State of California acting by and through its Department of Transportation, referred to herein as “CALTRANS” and the City of San Leandro, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as “AGENCY”. CALTRANS and AGENCY are together referred to as PARTIES.

### **RECITALS**

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY’s jurisdiction.
2. As per Attachment D of the Caltrans National Pollutant Discharge Elimination Permit Order 2022-0033-DWQ (NPDES Permit), Section 5.1 and/or Attachment E, Section 3 of the NPDES Permit, CALTRANS and AGENCY may collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) or contain Significant Trash Generating Areas (STGA) for the City of San Leandro Municipal Regional Permit, section C.10 Trash Capture Device Project at Sites 14.1 and 14.2 (hereinafter referred to as “PROJECT”). CALTRANS has agreed to contribute an amount not to exceed three million and three hundred thousand Dollars (\$3,300,000) to AGENCY for AGENCY to construct the PROJECT, within the regional area under the jurisdiction of AGENCY to comply with the TMDL or to treat STGAs. The NPDES Permit (including Attachments D and E) is located at:  
[www.waterboards.ca.gov/water\\_issues/programs/stormwater/caltrans.html](http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.html)
3. AGENCY has agreed to implement the PROJECT subject to the terms and conditions of this Agreement including all documents attached hereto that are incorporated herein and hereby made a part of this Agreement (collectively referred to as the AGREEMENT). In the event of a conflict between the attachments and the AGREEMENT, the terms of the AGREEMENT will prevail.
4. AGENCY will be responsible for all management, maintenance and operations, including costs, of the constructed PROJECT.
5. For NPDES Permit compliance, CALTRANS will claim trash and TMDL compliance credit for Caltrans areas treated by the PROJECT as granted by the San Francisco Bay Regional Water Quality Control Board for the PROJECT. CALTRANS intends to claim CALTRANS areas controlled by the PROJECT to demonstrate trash control and load reductions required to meet its TMDL waste load allocations.
6. Cooperative implementation has the following advantages: cooperative implementation (i) allows for water quality improvement projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs) and other creative solutions not

typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

- 7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, and regulations, and with CALTRANS published manuals, policies, and procedures. In case of a conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.
- 8. CALTRANS share of PROJECT funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State of California	\$3,300,000

**SECTION I**

All sections of this AGREEMENT including the recitals are enforceable.

1. AGENCY has agreed to implement the PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, schedule, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
3. AGENCY will develop and construct the PROJECT in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and right of way (ROW) needed for the PROJECT. This work is equivalent to CALTRANS process of Project Initiation Document (PID), Project Approval & Environmental Document (PA&ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for, coordinate, prepare, obtain, implement, renew, and amend all permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet California Environmental Quality Act (CEQA) requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. CALTRANS shall reimburse AGENCY for actual costs of the PROJECT not exceeding the amount set forth in Section 8 below.
7. CALTRANS shall have the right to inspect the PROJECT work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of this AGREEMENT by AGENCY.
8. The total amount CALTRANS will reimburse to AGENCY pursuant to this AGREEMENT shall not exceed \$3,300,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 7921.505 shall govern the disclosure of such documents in the event said documents are shared between the PARTIES. PARTIES will not distribute, release, or share said documents with anyone without prior written consent

of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described within this AGREEMENT; or (ii) where release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by the PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by the PROJECT.
  11. CALTRANS, independent of the PROJECT costs, is responsible for any HM-1 found within existing CALTRANS ROW. CALTRANS will undertake HM-1 management activities with minimum impact to the PROJECT schedule and will pay all costs associated with HM-1 management activities.
  12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to the PROJECT schedule.
  13. If HM-2 is found within the limits of the PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
  14. This AGREEMENT may only be amended or modified by mutual written agreement signed by all PARTIES.
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## **SECTION II- GENERAL PROVISIONS**

### **1. TERMINATION**

- A. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all authorized, and non-cancelable obligations and costs incurred by AGENCY prior to the termination.
- B. CALTRANS reserves the right to terminate this AGREEMENT before the AGENCY awards the PROJECT construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.
- C. This AGREEMENT will terminate upon completion of PROJECT when all PARTIES have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a closure statement, which is a document signed by the PARTIES that verifies the completion of PROJECT, except that all indemnification, document retention, audit, claims, environmental commitment, pending legal challenge, hazardous material, operation, maintenance and ownership provisions of this AGREEMENT will remain in effect until terminated or modified by mutual written agreement signed by all PARTIES.
- D. AGENCY has sixty (60) days after the date this AGREEMENT is terminated or expires, or such other time agreed upon in writing by the PARTIES, to submit invoices to CALTRANS to make final allowable payments for PROJECT costs in accordance with the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs, except for delay beyond the reasonable control of AGENCY.

### **2. BUDGET CONTINGENCY CLAUSE**

All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, and the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended if possible to reflect any reduction in funds, but nothing herein obligates the PARTIES to provide additional funding or proceed if sufficient funding is unavailable.

### **3. ALLOWABLE COST, PAYMENTS AND INVOICING**

- A. The method of payment for this AGREEMENT will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the AGENCY has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the Contract Sum of the PROJECT.
- B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT work. AGENCY must not only have incurred the expenditures on or after the EFFECTIVE DATE of this

AGREEMENT and before the date it is terminated or expires, but must have also paid for those costs to claim any reimbursement.

- C. PARTIES will agree upon CALTRANS' annual reimbursement of the PROJECT costs, throughout its duration. Total reimbursement will not exceed the Contract Sum (as defined in Section I above). The encumbered funds are to be expended and invoiced to CALTRANS by AGENCY by May 1 of the third fiscal year from the fiscal year CALTRANS encumbered them. Any funds encumbered, but not expended by the end of the third fiscal year, will not be reimbursed to AGENCY by CALTRANS.
- D. Travel, per diem, and third-party contract reimbursements are PROJECT costs only after those hired by AGENCY to participate in the PROJECT incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the EFFECTIVE DATE of this AGREEMENT.
- E. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted electronically to the Contract Manager at the following address:

[ken.johansson@dot.ca.gov](mailto:ken.johansson@dot.ca.gov) cc: [kriti.uppal@dot.ca.gov](mailto:kriti.uppal@dot.ca.gov)

If electronic submittal is not possible, mail invoice to:

**California Department of Transportation**  
Division of Environmental Analysis – Fiscal Analysis Unit, MS 27  
1120 N Street, Sacramento, CA 95814-5680

- F. Invoices shall include the following information:
  - 1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the AGREEMENT. Details included on the cover sheet are:
    - a. "INVOICE" near top of page
    - b. Invoice Date
    - c. Contract Number (D43CIAxx000x)
    - d. Invoice Number [minimum format: City Initials-3-digit Invoice Number (XXX-001)]
    - e. Billing period (performance period), specified with beginning and ending dates (towards top of page). All work performed must be during the billing period. Invoice billing periods must not overlap.
    - f. Brief description of the work performed
    - g. Summary of total dollar amount billed to date
      - i. Previous month invoice balance
      - ii. Amount billed this month
      - iii. Total amount billed including current invoice amount
    - h. Total amount due
    - i. Summary of charges

- i. AGENCY (municipality) labor costs
- ii. Sub-Vendor labor costs (consultant)
- iii. Sub-vendor direct costs (materials, equipment, miscellaneous itemized costs)
- iv. Other direct costs
- j. Discounts (if applicable)
- k. Remittance information including name and address [MUST match *Payee Data Record Declaration of Business Location* (Form FA-204) submitted at contract execution or on file]
- l. AGENCY Contract Manager's name, address and phone number
- m. AGENCY Contract Manager's signature and signature block
- n. CALTRANS Contract Manager's name and address
- o. CALTRANS Contract Manager's signature block.

## 2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved before billing.) The CALTRANS' Contract Manager must be provided with invoices or other documentation with sufficient detail to verify the charges are allowable under this AGREEMENT with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

AGENCY labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

- a. Name (first and last)
- b. Hours charged
- c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
- d. Month, day and year of the charges (must be within the billing period)
- e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the CALTRANS Contract Manager.

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

AGENCY personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the CALTRANS' website at: [www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm](http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm). The Travel Expense Claim (TEC) form is available at: [www.dot.ca.gov/hq/asc/travel/ch5/1tec.htm](http://www.dot.ca.gov/hq/asc/travel/ch5/1tec.htm).

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show that the AGENCY contract manager reviewed and approved the

payment. CALTRANS requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and CALTRANS assumes the AGENCY has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a progress report for the billing period. This report includes:

- a. Work performed during the billing period (can be in a bullet format)
- b. Contract progress estimate -- percentage of work completed (not dollar based)
- c. Work anticipated during the next billing cycle (can be in a bullet format)
- d. Total amount spent during the billing period (AGENCY personnel, AGENCY direct costs, subcontractor costs and total)
- e. Total amount spent to date (AGENCY, subcontractor, total)
- f. CIA not to exceed amount
- g. Percentage of Cooperative Implementation Agreement (CIA) funds used to date.  
[Total (AGENCY and subcontractor)/CIA not to exceed amount]

4. **COST PRINCIPLES**

- A. If PARTIES fund any part of PROJECT with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in PROJECT will comply with the federal cost principles and administrative requirements of 2 CFR, Part 200. These principles and requirements apply to all funding types included in this AGREEMENT.
- B. Any PROJECT costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Title 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the PARTIES hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.
- C. The PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final payment voucher.

5. **INDEMNIFICATION**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual,



inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT, except those claims, suits, or actions arising by reason of the sole negligence or willful misconduct of CALTRANS.

**6. RETENTION OF RECORDS/AUDITS**

- A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.
- C. This AGREEMENT shall be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- D. CALTRANS, the state auditor, and the Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records held by AGENCY or by any party hired by AGENCY to participate in PROJECT.
- E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.
- F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

**7. DISPUTES**

- A. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.
- B. If PARTIES do not reach a resolution, AGENCY's legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.
- C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the PROJECT in accordance with the terms of this AGREEMENT. However, if either PARTY stops fulfilling PROJECT obligations, the other PARTY may seek equitable relief to ensure that the PROJECT continues.
- D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.
- E. PARTIES will file any civil complaints in the Superior Court of Alameda county. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.
- F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**8. RELATIONSHIP OF PARTIES**

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**9. NOTIFICATION OF PARTIES**

- A. AGENCY: Mark Goralka, Associate Engineer, [mgoralka@sanleandro.org](mailto:mgoralka@sanleandro.org), (510) 577-3329.
- B. CALTRANS: Ken Johansson, Statewide Stormwater Program Manager, [ken.johansson@dot.ca.gov](mailto:ken.johansson@dot.ca.gov), (916) 956-8170.
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses:

City of San Leandro  
Mark Goralka  
835 East 14<sup>th</sup> Street, San Leandro, CA 94577

California Department of Transportation  
Division of Environmental Analysis - MS 27, Ken Johansson  
1120 N Street, Sacramento, CA 95814-5680

**SECTION III ATTACHMENTS**

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

- I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the AGREEMENT.
- II. Scope of Work, Description, Schedule, Location and Budget.

**SECTION IV- SIGNATURES**

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

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**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

**CITY OF SAN LEANDRO**

Signature: \_\_\_\_\_  
Print Name: **KEN JOHANSSON**  
Title: **Stormwater Coordinator**  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: **MARK GORALKA**  
Title: **Associate Engineer**  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: **HARDEEP TAKHAR**  
Title: **Assistant Chief, Division of Environmental Analysis**  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: **JANELLE CAMERON**  
Title: **CITY MANAGER**  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: **JEREMY KETCHUM**  
Title: **Chief, Division of Environmental Analysis**  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT 1**  
**City of San Leandro**  
**City Council Resolution 24-**

**(To Be Added after CC Approval)**

Draft

**ATTACHMENT II**  
**SCOPE SUMMARY**  
**City of San Leandro**  
**Storm Water Trash Capture Project at Site 14.1 & 14.2**

**Introduction**

The two proposed trash capture devices (TCD) will cover drainage from Caltrans right of way near the Marina / I 880 interchange crossing.

- The TCD at Site 14.1 will capture runoff from 338.5 acres from the City of San Leandro and 5.5 acres from Caltrans, of which 5.5 acres is Significant Trash Generating Area (STGA). The project is located off Nimitz Fwy south of Fairway Drive (see Figure 1).
- The Site 14.2 TCD will capture runoff from 227 acres from the City of San Leandro and 23 acres from Caltrans, of which 23 acres is Significant Trash Generating Area (STGA). The project is located near the intersection of Wicks Blvd and Merced St. (see Figure 3).

**Background**

The City of San Leandro is located in Alameda County and as such is subject to the requirements contained in the third five-year term of the Municipal Regional Permit (MRP) issued by the San Francisco Bay Regional Water Board.

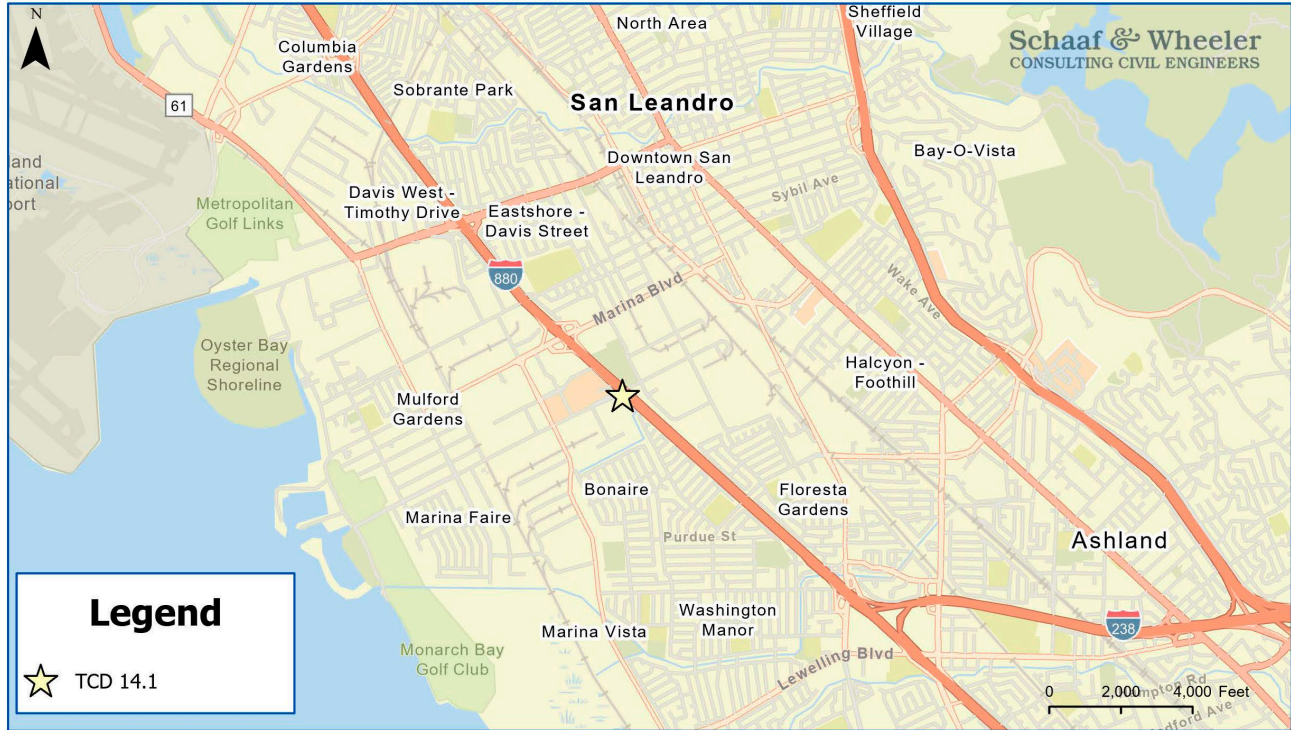
Alameda County permittees are required to reduce trash discharges to the Bay from municipal storm drain systems. This requirement began with the issuance of the first MRP in 2009, with a 40% reduction required in 2014. Under the current MRP term, no adverse impact on receiving waters from trash is required by 2025. These reductions will largely be accomplished through the implementation of large and small inlet based full trash capture devices within the City of San Leandro.

**Site 14.1 Proposed Project**

Site 14.1 is located at the outlet of an Alameda County Flood Control District (ACFCD) canal to the west of Nimitz Fwy south of Fairway Drive. The project site is owned by the ACFCD as it is proposed to be installed on an ACFCD canal.

The project will include the installation of Gross Solid Removal Device (GSRD) screens in the ACFCD channel, a short distance downstream from the outfall of a 66" storm drain. The concrete channel is proposed to be widened from a bottom width of 5 feet to 20 feet to accommodate five 24" diameter screens with 12 inches of spacing between each screen. In total, there will be 100 feet of screen in five, 20-foot sections to effectively capture the treatment flow rate of 87 cfs. A weir will be installed across the channel to attach the screens and allow for bypass of flows greater than the treatment event (1-year, 1-hour) over the weir. All dry-weather urban runoff and the first flows of wet-weather runoff will be conveyed to the screens at Site 14.1. Caltrans right-of-way

(ROW) runoff reaches the TCD through sheet flow off I-880 as it flows from north to south in the westerly direction into a ditch running along the highway which discharges into the ACFCD canal.



**Figure 1: Site 14.1 Project Vicinity**

The site will capture discharges from a tributary area of approximately 344 acres (see Figure 2). The drainage area is split between two jurisdictions: Caltrans and the City of San Leandro. Caltrans tributary area includes discharges from approximately 5.5 acres of I-880 drainage (of which 5.5 acres are STGA).

The project involves initial engineering and geotechnical assessments, topographical survey, boundary research, and condition assessment of the concrete channel detailed design, environmental compliance, construction of a widened concrete channel and weir, installation of the TCD, site access improvements, disposal of removed concrete channel sections, and reconstruction of disturbed portions of the site. The City of San Leandro will be responsible for obtaining an environmental permit given the device will be installed in an open channel which is classified as a sensitive landcover type.

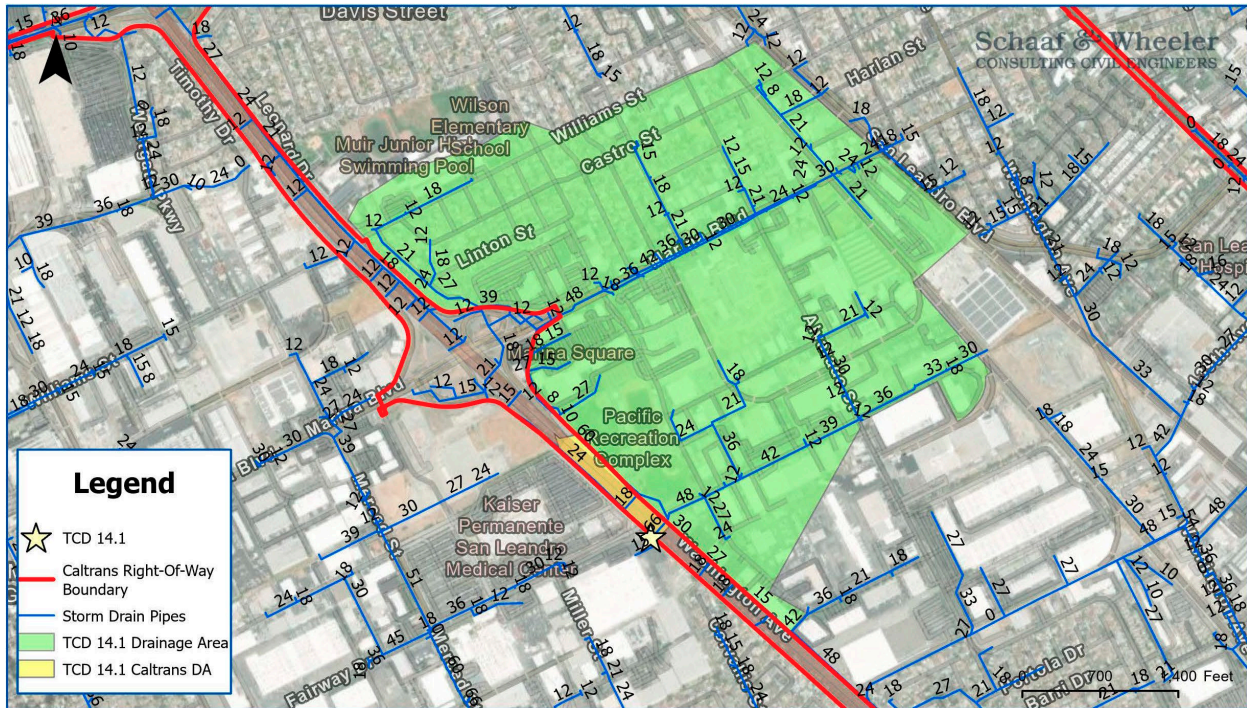
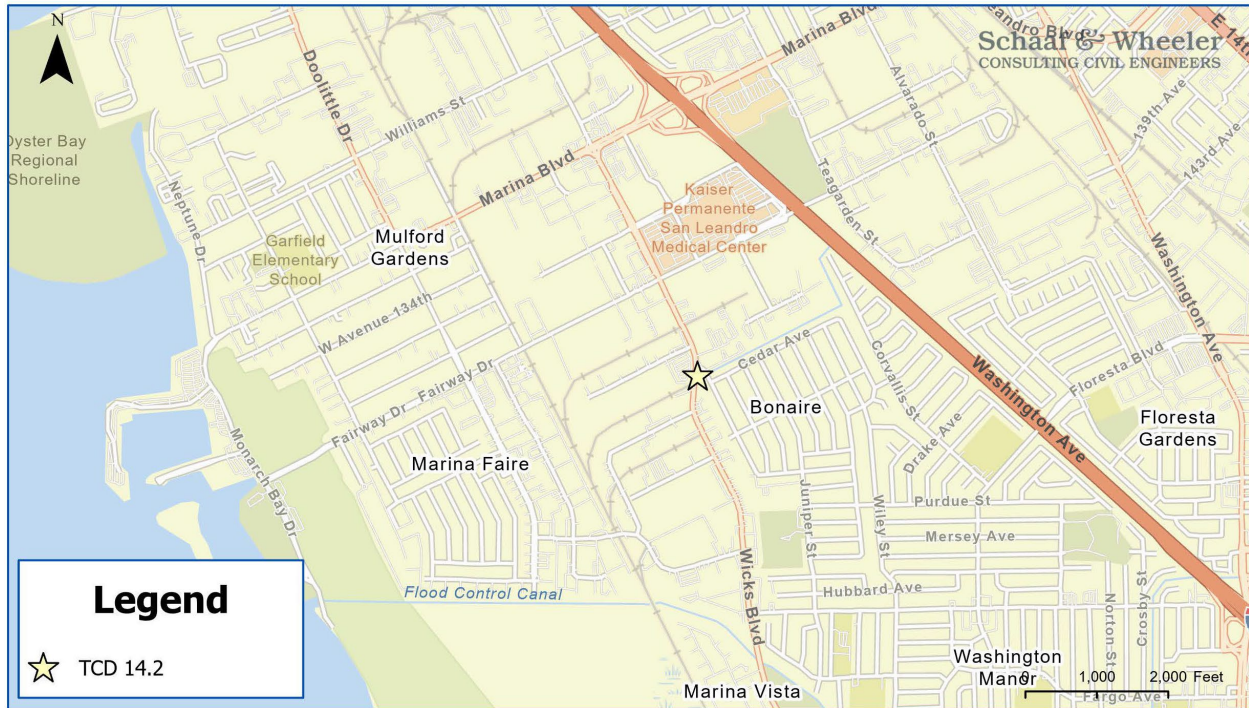


Figure 2: Site 14.1 Drainage Area

### Site 14.2 Proposed Project

Site 14.2 is located approximately 50 feet north of an ACFCO canal at the corner of Wick’s Blvd and Merced St. The proposed TCD is going to be installed on Alameda County property as well as in the City of San Leandro ROW. Closure of the right turn lane on Wick’s Blvd will likely be necessary for installation and maintenance of the trash device.

The proposed TCD will be a diversion structure with a weir that will divert the 1-year, 1-hour treatment flow to an offline hydrodynamic separator (HDS). The weir will reduce system flooding by allowing bypass of flows greater than the 1-year, 1-hour treatment flow. All dry-weather urban runoff and the first flows of wet-weather runoff will be conveyed to TCD 14.2 from a 66” RCP ACFCO owned storm drain. Caltrans runoff flows south from the I-880 interchange at Marina Blvd to a 24” RCP that runs adjacent to Kaiser Way and eventually into the 66” RCP storm drain that is connected to the offline TCD.



**Figure 3: Site 14.2 Project Vicinity**

The site will capture discharges from a tributary area of approximately 250 acres (see Figure 4). The drainage area is split between two jurisdictions: Caltrans and the City of San Leandro. Caltrans tributary area includes discharges from approximately 23 acres of I-880 drainage (of which 23 acres are STGA).

The project involves initial engineering and geotechnical assessments, topographical survey, boundary research, and utility locating, detailed design, environmental compliance, construction of a diversion structure, installation of the TCD, disposal of excavated soil, and reconstruction of disturbed portions of the site.





**Figure 4: Site 14.2 Drainage Area**

Each project (14.1 and 14.2) will utilize the storm drain master plan model for the City of San Leandro for device sizing. The 1-year 1-hour storm event will be developed within the existing model to determine trash flow rates and impacts due to head loss on the system during the 15- and 100-year event at the Full Capture System (FCS) location. Coordination with state approved FCS device manufacturers will take place to obtain device and bypass head loss values, maintenance information, and costs. Each approved FCS device will remove trash and debris before conveying water to the existing ACFCD canal during a treatment flow event.

Each project will include a Memorandum of Understanding (MOU) or Maintenance Agreement between the City and ACFCD for the long-term operation and maintenance of the constructed water capture facility.

**Cost Estimate**

The following planning-level cost estimate has been prepared for the Site 14.1 and 14.2 water capture project. The cost estimates are based on a 20% conceptual project design. The estimate considers the costs associated with design, permitting, construction and contingency (30%).

**Preliminary Budget**

Construction Subtotal:	\$ 2,186,000
Construction Contingency (30%)	\$656,000
<b>Construction Total:</b>	<b>\$2,842,000</b>
<b>Design Total:</b>	<b>\$348,000</b>
Permitting Subtotal:	\$100,000
Permitting Contingency (10%)	\$10,000
<b>Permitting Total:</b>	<b>\$110,000</b>
<b>Project Total:</b>	<b>\$3,300,000</b>

**Multi-Year Encumbrance**

<b>Year</b>	<b>Encumbrance</b>	<b>Invoicing Deadline</b>
FY 24/25	\$1.0 million	May 1, 2027
FY 25/26	\$2.0 million	May 1, 2028
FY 26/27	Up to \$0.5 million	May 1, 2029

**Preliminary Project Schedule\***

These dates are subject to refinement as the project is developed.

- Approval of 20% Design	Jan 2024
- Approval of Development Agreement	Mar 2025
- Complete Additional Site Investigation	Mar 2025
- Construction Drawings – 70% Milestone	June 2025
- Secure Regulatory Permits	Oct 2025
- Construction Drawings – 100% Complete	Nov 2025
- Advertise for Bids	Dec 2025
- Award Construction Contract	Mar 2026
- Commence Construction (6 months)	Apr 2026

*\*City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.*

**TCD 14 Roscoe Moss Screens**  
**Nimitz FWY Conceptual Cost Estimate**

Item No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	Construction Waste Management (2% total)	1	LS	\$ 19,000	\$ 19,000
2	Mobilization & Demobilization (10% total)	1	LS	\$ 92,000	\$ 92,000
3	Water Pollution Control	1	LS	\$ 10,000	\$ 10,000
4	Maintaining Traffic (1% total)	0	LS	\$ 10,000	\$ -
5	Pothole and Protect Existing Utilities	0	LS	\$ 5,000	\$ -
6	Site Preparation, Clearing and Grubbing & SD Removal	5	LS	\$ 5,000	\$ 25,000
7	Excavation & Hauling (Channel Material)	178	CY	\$ 200	\$ 35,556
8	Excavation Protection (sheeting and shoring)	1,600	SF	\$ 120	\$ 192,000
9	Dewatering & Stormwater Management	18	Day	\$ 3,000	\$ 54,000
10	Backfill (CDS, diversion)	0	CY	\$ 40	\$ -
11	Concrete (Ditch Lining)	178	CY	\$ 1,500	\$ 267,000
12	Crane Rental	1	EA	\$ 7,000	\$ 7,000
13	6' Chainlink Fence	150	LF	\$ 40	\$ 6,000
14	Access Steps	1	LS	\$ 1,000	\$ 1,000
15	Asphalt Pad and Driveways	1	LS	\$ 30,000	\$ 30,000
16	Diversion structure (includes 25% installation, tax, & markup)	0	EA	\$ -	\$ -
17	Diversion Weir	1	EA	\$ 58,000	\$ 58,000
18	Trash Capture Device (includes 25% installation, tax, & markup)	1	EA	\$ 185,625	\$ 186,000
19	Stop Logs (test and cost)	1	EA	\$ 30,000	\$ 30,000
20	Site Restoration	1	LS	\$ 10,000	\$ 10,000
<b>SUBTOTAL</b>					<b>\$ 1,030,000</b>
<b>30% BID CONTINGENCY</b>					<b>\$ 309,000</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$ 1,339,000</b>

This estimate of construction cost is a professional opinion, based upon the engineer's experience with the design and construction of similar projects. It is prepared only as a guide, and is based upon incomplete information. The estimate is subject to change. Schaaf & Wheeler makes no warranty, whether expressed or implied, that the actual costs will not vary from these estimated costs, and assumes no liability for such variances. This estimate specifically excludes any costs associated with designing for, handling, and disposal of hazardous wastes and contaminated materials. Costs associated with land, right-of-way, or easement purchase are not included. Permitting costs are excluded.

**TCD 14 CDS9290-12-F**  
**Merced Street CDS Conceptual Cost Estimate**

Item No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	Construction Waste Management (2% total)	1	LS	\$ 21,000	\$ 21,000
2	Mobilization & Demobilization (10% total)	1	LS	\$ 104,000	\$ 104,000
3	Water Pollution Control	1	LS	\$ 10,000	\$ 10,000
4	Maintaining Traffic (1% total)	1	LS	\$ 11,000	\$ 11,000
5	Pothole and Protect Existing Utilities	1	LS	\$ 5,000	\$ 5,000
6	Site Preparation, Clearing and Grubbing & SD Removal	1	LS	\$ 5,000	\$ 5,000
7	Excavation & Hauling (CDS, diversion)	417	CY	\$ 200	\$ 83,000
8	Excavation Protection (sheeting and shoring for CDS, diversion)	2,371	SF	\$ 120	\$ 285,000
9	Dewatering & Stormwater Management	30	Day	\$ 3,000	\$ 90,000
10	Backfill (CDS, diversion)	222	CY	\$ 40	\$ 9,000
11	1' Bedding Stabilization Crushed Rock (CDS, diversion)	12	CY	\$ 32	\$ 1,000
12	Geotextiles	1	LS	\$ 5,000	\$ 5,000
13	Asphalt Pad and Driveways	1	LS	\$ 30,000	\$ 30,000
14	Diversion structure (includes 25% installation, tax, & markup)	0	EA	\$ -	\$ -
15	Inflatable Weir	1	EA	\$ 30,000	\$ 30,000
16	Trash Capture Device and Diversion (includes 25% installation, tax, & markup)	1	EA	\$ 415,800	\$ 416,000
17	Utility Relocation	1	EA	\$ 10,000	\$ 10,000
18	Stop Logs	1	EA	\$ 30,000	\$ 30,000
19	Site Restoration	1	LS	\$ 10,000	\$ 10,000
20	Construction Staking	1	LS	\$ 5,000	\$ 5,000
<b>SUBTOTAL</b>					<b>\$ 1,160,000</b>
<b>30% BID CONTINGENCY</b>					<b>\$ 348,000</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$ 1,508,000</b>