

GRANT FUND AGREEMENT

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
AND
THE CITY OF ALBANY

This Agreement is made and entered into this 7th day of January, 2008 by and between the City of Albany, hereinafter referred to as "Grantee," and the Alameda County Waste Management Authority, hereinafter referred to as "WMA" or "Grantor."

WHEREAS, pursuant to the Alameda County Integrated Waste Management Plan ("Plan") and conditions of approval and agreements authorizing importation of solid waste from outside Alameda County, WMA collects fees to reduce the amount of solid waste disposed in landfills by encouraging, with respect to materials with potential to become solid waste, reduced use, reuse, composting, and recycling.

WHEREAS, pursuant to the Plan, conditions of approval, and agreements, the WMA is responsible for administering fees collected and carrying out tasks consistent with the purposes of the Plan, conditions of approval, and agreements;

WHEREAS, as part of its duties under the Plan, conditions of approval, and agreements, the WMA disburses monies from fees collected in order to, inter alia, administer a grant program for non-profit organizations, government agencies, and private businesses engaged in maximizing recycling, composting and reducing waste in Alameda County and to support certain other related activities; and

WHEREAS, Grantee has applied for Green Building and Bay-Friendly Landscape grant monies for the City's new Civic Center Project and the WMA has determined that the Grantee is qualified to receive grant funds;

NOW THEREFORE, the parties hereto agree as follows:

1. Term

The term of this Agreement commences on Jan. 7th and extends through December 31st, 2010. The total amount of compensation tendered by WMA to Grantee pursuant to this Agreement shall not exceed \$50,000.

2. Scope of Grantee Services

As a condition of receiving grant funds as payment for services or work, Grantee shall provide work or services specified in Appendices A and B, attached hereto and incorporated into this Agreement. (The term "Agreement" shall refer to this document and all Appendices.) Grantee agrees to perform all work and services authorized by this Agreement in accordance with the established schedule and requirements specified in those Appendices.

As part of this Agreement, where applicable, Grantee also agrees to purchase materials, equipment or other property specified in Appendices A and B for use in connection with work or services authorized by this Agreement or as otherwise permitted under this Agreement. In accepting grant funds, Grantee agrees that it shall use or expend grant funds, or any portion thereof, only as provided for in this Agreement.

Failure to comply with the provisions of Appendices A or B is a material breach of this Agreement and may result in withholding of grant funds pending cure of the breach (if cure is permitted by the WMA or otherwise allowed under this Agreement), whole or partial suspension or termination of this Agreement, recovery of funds paid to Grantee under this Agreement, withholding of future grant awards or other legal or equitable remedies provided by law.

In addition to the other duties or obligations provided for in this Agreement, Grantee shall:

a. Perform Grantee's duties to the best of Grantee's ability and in accordance with the generally accepted professional and ethical standards of Grantee's profession and community. Grantee agrees to perform Grantee's duties at all times in strict accordance with currently approved methods and practices in Grantee's field and in accordance with the standards required by the WMA. All duties shall be performed and rendered in a safe, competent, efficient, timely and satisfactory manner.

b. Observe and comply with all general rules and regulations established by WMA.

c. Observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Grantee must be in accordance with these laws, ordinances, codes and regulations.

3. Distribution of Grant Funds

Terms and conditions for the distribution of grant funds from WMA to Grantee are described in Appendix B attached hereto and hereby incorporated herein.

4. Independent Contractor

No relationship of employer and employee is created by this Agreement. It is understood by Grantee that Grantee is acting and shall act as an independent contractor. In performing the work, services or purchase of property authorized by this Agreement, Grantee at all times shall ensure that its activities shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards of the WMA and those set forth in Appendix A.

Grantee shall also perform said work and services in strict accordance with currently approved methods and practices in Grantee's field and in a manner fully consistent with the objectives of the WMA as set forth in this Agreement.

Likewise, no relationship of employer and employee is created by this Agreement between the WMA and any subcontractor or employee of Grantee.

5. Benefits and Taxes.

Except as set forth in Appendix B, Grantee and any subcontractors or employees of Grantee shall not have any claim under this Agreement or otherwise against WMA for

seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Except as specified in Appendix B, Grantee shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes. Grantee shall indemnify, defend and hold harmless the WMA from any and all liability that the WMA may incur because of Grantee's failure to pay such taxes.

6. WMA Representative

WMA shall appoint a representative or representatives with respect to work or services to be undertaken under this Agreement. WMA's representative(s) shall have complete authority to transmit instructions, receive information, and interpret and define WMA's policies consistent with this Agreement.

7. Responsibility of WMA

The WMA shall provide, at its expense, such services of its officers and employees and such use of its premises, facilities, supplies and equipment as the WMA in its sole discretion determines is necessary in connection with the administration or monitoring of this Agreement. Grantee shall not use WMA services, premises, facilities, supplies or equipment for any purpose other than in the performance of Grantee's obligations under this Agreement.

8. Travel Expenses

Grantee shall not be allowed or paid travel expenses except to the extent expressly authorized in Appendix B.

9. Other Business or Activities

Nothing contained in this Agreement shall be construed as limiting the right of Grantee to engage in business or other activities separate and apart from this Agreement; provided, however, that Grantee agrees that not to engage in any business or other activity that will interfere or conflict with Grantee's performance of any of the obligations set forth herein and in Appendix A. Interference or conflict will be determined at the sole discretion of the WMA.

10. Assignment and Subcontracts

Except as expressly provided for in this Agreement or as required by law, Grantee shall not assign or transfer grant funds or any rights under this Agreement and such assignment or transfer is expressly prohibited and void. However, with the consent of the WMA given in writing, Grantee is entitled to subcontract such portions of the work or services or purchases to be undertaken as part of this Agreement as may be specified in writing by the WMA. Failure to comply with this section shall constitute a material breach of this Agreement.

11. Retention of Records

Until the expiration of five years after completing all any work or services, including the purchase of any property, under this Agreement, Grantee shall make available to the WMA or any party designated by the WMA, upon written request by the WMA, all of its

financial and other books, documents and records (and any books, documents, and records of any of Grantee's subcontractors) in order to allow the WMA or its designated agent (i) to certify that Grantee is or was qualified to receive grant funds under this Agreement for the entire time that Grantee made use of such funds or property acquired with such funds, (ii) to determine the reasonable cost of work, services or other activities provided by Grantee or its subcontractors under this Agreement, (iii) to evaluate whether or not Grantee is performing or has performed as required under this Agreement, and (iv) to evaluate the Grantee's business or other activities to confirm Grantee's ability to perform as required under this Agreement.

12. Conflict of Interest

a. The Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information.

b. The Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by the WMA, Grantee will make a full disclosure in writing to the WMA. This disclosure shall include a description of actions which the Grantee has taken or proposes to take, after consultation with the WMA to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Grantee shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the WMA.

c. No officer, member or employee of the WMA and no member of the WMA governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Grantee nor any member of any Grantee's family shall serve on any WMA or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Grantee's operations or authorizes funding to Grantee.

d. Failure to comply with this section shall constitute a material breach of this Agreement.

13. Discrimination Prohibited

Grantee assures that Grantee will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

14. Rights to Material Produced or Property Purchased

WMA shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. Grantee agrees to deliver a reproducible copy of such documents and materials to the WMA on completion of the work or services or other activities under this Agreement. Grantee shall not publish any such material without prior written consent of WMA. Grantee shall have the right to keep copies of all documents and materials developed under this Agreement. The Grantee shall not be prevented from disclosing or using the documents and materials, or any portion thereof, which: (a) has been previously made available

to the public or which is made available by WMA hereafter, or (b) which was already in the Grantee's possession prior to services performed under this Agreement. The WMA recognizes Grantee's need to make reference to this project as a part of the experience qualifications for future work of a similar nature. The WMA, therefore, agrees to allow Grantee to describe this project in its statements of qualifications and related materials.

The WMA may, in its sole discretion, require Grantee to identify or credit the WMA as the funding agency or source for all materials or products generated or produced by Grantee as part of this project. This identification or credit may take the form of a logo or other representative mark of the WMA or representative wording (e.g. "funded in whole or in part by the Alameda County Source Reduction and WMA") which is printed or applied directly on or to those materials or products.

Except as otherwise provided in this Agreement, Grantee shall have and retain title to all real or personal property purchased or funded with grant funds; provided, however, that the WMA may require, as an additional condition of eligibility for grant funds and in advance of approval of this Agreement, that the Grantee provide security to the WMA in order to ensure the performance of Grantee's obligations under this Agreement and that those obligations are performed consistent with the terms and conditions of this Agreement.

15. Confidential Information

Grantee will hold any confidential information received from WMA and its member agencies in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Grantee will return materials which contain any confidential information to WMA. Grantee may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Grantee which relates to WMA's and its member agencies' past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Failure to comply with this section shall constitute a material breach of this Agreement.

16. Insurance

a. During the life of this Agreement, Grantee shall maintain the following minimum insurance:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000. Grantee shall also obtain, at its sole expense, and provide to the WMA a written endorsement for each policy listing the WMA, its directors, officers, employees and agents as "additional insureds" under that policy.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

3. Statutory workers' compensation and employer's liability insurance as required by state law. Neither Grantee nor its carrier shall be entitled to recover any

costs, settlements, or expenses of workers' compensation claims arising out of this Agreement.

Upon request, Grantee shall submit to the WMA certificates of insurance for the policies listed above. The certificates shall provide that the insurer give written notice to the WMA at least 10 days prior to cancellation of or any material changes in the policy.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Grantee shall immediately notify the WMA by telephone. Grantee shall promptly submit to the WMA a written report, in such form as may be required by WMA of all accidents, which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Grantee's subcontractors, if any; (3) name and address of Grantee's liability insurance carrier; and (4) a detailed description of accident and whether any of the WMA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

17. Indemnification

Grantee shall indemnify, defend and hold harmless the WMA, its officers, employees, and agents (collectively "Indemnitees") from and against any and all claims, lawsuits, loss, liability, expense, costs, fines, penalties, consequences, and suits and damages of every kind, nature and description, including reasonable attorney fees incurred in the defense thereof (collectively "Claims") directly or indirectly arising from the performance of this Agreement or the negligent or intentional acts, errors, or omissions of Grantee, except for those Claims arising solely out of the intentional or willful misconduct of an Indemnitee. Grantee shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related to those Claims.

18. Drug-Free Workplace

Grantee and Grantee's subcontractors and employees shall comply with the WMA's policy of maintaining a drug-free workplace. Neither Grantee nor Grantee's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or work-site used in any manner in connection with performing services pursuant to this Agreement. If Grantee or any employee of Grantee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or work-site, the Grantee, within five days thereafter, shall notify the WMA. Failure to comply with this section shall constitute a material breach of this Agreement.

19. Employment Eligibility

Persons providing work or services under this Agreement shall be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation shall constitute a material breach of this Agreement and will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

20. Environmentally Preferable Purchasing

Grantee and Grantee's employees shall comply with the WMA's Environmentally Preferable Purchasing Policy of instituting practices that reduce waste and purchasing products that include recycled content, are durable and long-lasting, conserve energy and water, and otherwise minimize environmental impacts, toxics, pollution and hazards to worker and community safety to the greatest extent practicable. At a minimum, this shall include all of the following for services and products purchased and used on behalf of the WMA:

a. All products for which the U.S. Environmental Protection Agency (EPA) has established minimum recycled content standard guidelines, such as paper and non-paper office products, shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

b. Paper products that are unbleached or that are processed without chlorine or chlorine derivatives, shall be purchased whenever possible. To the greatest extent practicable, recycled content shall be included in products that also meet this specification.

c. All photocopying and printing shall be double-sided.

d. All pre-printed recycled content materials intended for distribution that are purchased or produced shall include a statement that the material is recycled content.

e. Elimination of packaging or use of the minimum amount necessary for product protection is requested, to the greatest extent practicable. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist. Take back and reuse of packaging materials by the Grantee is encouraged.

Upon request, Grantee shall submit to the WMA written certification that the environmental attributes claimed are accurate. A copy of the WMA's Environmentally Preferable Purchasing Policy may be obtained from the WMA representative.

21 Dispute Resolution

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they may, with the consent of both parties, submit them to non-binding mediation in California. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

22. Jurisdiction and Severability

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

23. Notice of Non-Renewal

Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or

services or other activity performed by Grantee pursuant to this Agreement will be retained by the WMA under a new agreement following expiration or termination of this Agreement.

Grantee waives all rights or claims to notice or hearing respecting any failure by WMA to continue to retain all or any such services from Grantee following the expiration or termination of this Agreement.

24. Termination

The WMA may terminate this Agreement, with or without cause, by providing written notice to Grantee at least 15 days in advance of the effective date of the termination. Unless otherwise specified in the notice, the effective date of the termination shall be 15 days after the date the notice is mailed or delivered to Grantee.

The WMA also may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement.

Upon the mailing of the notice of termination, this Agreement shall become of no further force or effect whatsoever, and Grantee shall be discharged from the Agreement.

Notwithstanding the foregoing, the provisions of this Agreement concerning Retention of Records, Rights to Material Produced, Confidential Information, Indemnification, and Jurisdiction and Severability shall survive termination of this Agreement.

25. Default and Remedies

a. Each of the following shall constitute an event of Grantee Default hereunder:

1. Failure to perform any obligation under this Agreement; or
2. Failure to promptly cure any failure to perform under or breach of this Agreement after the WMA has requested cure; or
3. Without limiting the generality of the foregoing, any Material Breach of any term of this Agreement ("Material Breach" as used in this Agreement shall include, but not be limited to, any failure to comply with the provisions of any section of this Agreement stating that failure to comply with that section shall constitute a material breach of this Agreement).

b. Upon any Grantee Default, the WMA shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

26. Litigation

If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs, except as provided in paragraph 17 above regarding indemnification.

27. Parties in Interest

This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

28. Amendments Not Valid Without Additional Written Agreement

No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by an authorized representative of each of the parties.


29. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Grantee for the WMA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WMA:

By:


Karen Smith, Executive Director
Alameda County Waste
Management Authority and WMA

DATE

12.30.08

GRANTEE:

By:


Beth Pollard
City Administrator

DATE

12-12-08

APPROVED AS TO FORM:

By:


Richard Taylor
Authority Counsel

1/6/09

Attachments

- Appendix A - Scope of Work
- Appendix B - Contract Payment and Reporting Schedule
- Appendix C - Bay-Friendly Scorecard

Appendix A Scope of Work

The following Scope of Work is agreed to by the Alameda County Waste Management Authority (Grantor) and the City of Albany (Grantee).

Project Description

Albany Civic Center Renovation & Expansion

The primary purpose of the Albany Civic Center project is to seismically retrofit the entire complex (City Hall, Police Station and Fire Station), construct a new Emergency Operations Center (EOC), and renovate the landscape. The project incorporates a comprehensive approach to green building and Bay Friendly Landscaping, however, actual LEED certification through the U.S. Green Building Council is not being pursued. Official Bay-Friendly certification is expected through the Bay-Friendly Landscaping program.

Project Roles & Responsibilities

1. City of Albany Key Personnel

Judy Lieberman, Assistant City Administrator

The City of Albany will:

Monitor the contracted design and construction professionals' work to ensure that the design and construction of the Civic Center meets minimum green building requirements and complies with the terms of the Authority Green Building & Bay-Friendly Landscaping Grant.

The project has been designed and built to LEED-equivalent standards. As such, to receive the full amount of grant funding, the project must achieve an equivalent amount of points under the LEED for New Construction rating system (version 2.2). Since the project actually includes three buildings, not all of the practices are possible for every building. Therefore, a best effort must be made to incorporate the LEED requirements in as many areas of the projects as possible. Verification and compliance will be determined by Grantor staff. A total of at least 26 of the line items below must be included in each of the buildings, as verified by the Grantor staff in order to receive full grant funding.

**Table 1: LEED Equivalency Measures
(Each line item equals 1 point)**

LEED Credit	Requirement	Verification
Sustainable Sites		
1. Construction Activity Pollution Prevention	Include erosion, sedimentation and control plan in specification and implement on construction site.	Must be included in specifications. Jobsite will have appropriate measures in place. Photos needed to verify jobsite practices.
2. Bicycle storage & showers	Provide bicycle racks for at least 5% of building occupants and at least one shower.	Plans and/or visual check of racks and shower.
3. Provide vanpool space in parking area	Provide at least one vanpool space or other preferred carpooling parking in lot.	Plans review and/or visual verification of preferred parking.

4. Cool roof	Room materials must meet cool roof requirements in LEED	Specification review and visual verification.
5. Light pollution reduction	Confirm that 95% of all site lighting have full cut-off fixtures	Specification review and visual verification.
Water Efficiency		
6. Water efficient landscaping	Reduce potable water use by 50% or more for landscape irrigation	Complete the LEED calculator for water use in landscapes or meet BFL minimum score.
7. Water use reduction indoors – 20%	Reduce potable water use indoors by 20% or more	Complete the LEED calculator for water use indoors. Visual inspection of fixtures.
8. Water use reduction indoors – 40%	Reduce potable water use indoors by 40% or more	Complete the LEED calculator for water use indoors. Visual inspection of fixtures.
Energy & Atmosphere		
9. Optimize energy performance: 10.5% new; 3.5% existing	Exceed minimum energy performance by 3.5% or more in remodeled buildings and 10.5% or more in new buildings or additions.	As found on Title 24 part 6 compliance documents, PERF-1 sheet.
10. Optimize energy performance: 14% new; 7% existing	Exceed minimum energy performance by 7% or more in remodeled buildings and 14% or more in new buildings or additions .	As found on Title 24 part 6 compliance documents, PERF-1 sheet.
11. Optimize energy performance: 17.5% new; 10.5% existing	Exceed minimum energy performance by 10.5% or more in remodeled buildings and 17% or more in new buildings or additions .	As found on Title 24 part 6 compliance documents, PERF-1 sheet.
12. Install renewable energy system	Photovoltaics to supply 2.5% or more of building energy demand.	Supply written estimate of total energy demand to be offset by PV system from the solar contractor.
13. Install renewable energy system	Photovoltaics to supply 7.5% or more of building energy demand.	Supply written estimate of total energy demand to be offset by PV system from the solar contractor.
14. Install renewable energy system	Photovoltaics to supply 12.5% or more of building energy demand.	Supply written estimate of total energy demand to be offset by PV system from the solar contractor.
15. Refrigerant management	Do not install air conditioning or institute a refrigerant management plan as outlined in LEED.	Specification review and visual verification.
16. Green power	Purchase green energy certificates/tags/RECs for at least 35% of energy needs for 2 years. Must be Green-e certified sources of energy tags.	Copies of certified green energy certificates and estimate of total energy offset.
Materials & Resources		
17. Building reuse: 75%	For the remodeled building(s), maintain at least 75% (by surface area) of the existing building walls, floors and roof, excluding windows and non-structural roof materials.	Perform calculation as per LEED-NC reference guide version 2.2.
18. Building reuse: 95%	For the remodeled building(s), maintain at least 95% (by surface area) of the existing building walls, floors and roof, excluding windows and non-structural roof materials.	Perform calculation as per LEED-NC reference guide version 2.2.
19. Building reuse: maintain 50% of interior non-structural elements	Reuse existing interior non-structural elements including interior walls, doors, floor coverings, and ceiling systems.	Perform calculation as per LEED-NC reference guide version 2.2.

20. Construction waste management – 50% diversion	Divert at least 50% of all construction and demolition waste.	Comply with Albany's C&D ordinance to recycle 100% of asphalt, concrete, and similar materials, and 50% of all remaining waste. Provide backup documentation as per this grant agreement, Appendix B.
21. Construction waste management – 75% diversion	Divert at least 75% of all construction and demolition waste.	Comply with Albany's C&D ordinance to recycle 100% of asphalt, concrete, and similar materials, and 50% of all remaining waste. Provide backup documentation as per this grant agreement, Appendix B.
22. Materials reuse – concrete	Crush and reuse 95% of demolished concrete and paving to be used on-site for base rock or other use.	Documentation showing existing concrete was process and reused on-site (not sent to a recycling facility).
23. Recycled content materials – 10%	10% of total materials costs must come from recycled content materials.	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
24. Recycled content materials – 20%	20% of total materials costs must come from recycled content materials	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
25. Regional materials	Minimum of 10% of materials, based on cost, are extracted, processed and manufactured within 500 mile radius.	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
26. Certified wood	Specify FSC certified wood products for interior finishes.	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
Indoor Environmental Quality		
27. Outdoor air delivery monitoring	Install permanent monitoring systems that provide feedback on ventilation systems performance.	If a building energy management system is installed, confirm it meets the performance specification of LEED-NC v2.2 credit EQ1.
28. Increased ventilation	For natural ventilation systems, follow the Carbon Trust Good Practice Guide 237 for naturally ventilated systems.	Confirm that the buildings meet the performance specifications or recommendations of LEED-NC v2.2 credit EQ2.
29. Construction IAQ management plan, during construction	During construction, meet the SMACNA IAQ Guidelines for Occupied Buildings under Construction, 1995, Chapter 3. Protect stored on-site or installed absorptive materials from damage. Change filters of air handlers used during construction immediately prior to occupancy.	Documentation (specification) showing compliance with SMACNA guidelines. Photos showing proper storage of absorptive materials. Photos showing protection of air handlers, ductwork, and documentation that filtration of MERV-8 was used during construction and has been replace prior to occupancy.
30. Construction IAQ management plan, before occupancy	Flush out the building for a minimum of 2 weeks prior to occupancy OR follow an alternative path as outlined in LEED-NC v2.2, credit EQ3.2.	Documentation showing system has been run for at least 2 weeks prior to occupancy to flush-out the building.
31. Low-emitting materials: Adhesives & sealants	Adhesives, sealants and sealant primers meet or exceed the South Coast Air Quality Management District Rule #1168 for VOC limits.	Specification review and photos during construction.
32. Low-emitting materials: paints & coatings	Paints and coatings meet the VOC limits of LEED-NC v2.2 credit 4.2.	Specification review and photos during construction.
33. Low-emitting materials: carpet systems	All carpets installed meet the Carpet & Rug Institute's Greel Label PLUS program. Carpet cushions meet Green Label program. Adhesives meet limits from number 25 above.	Specification review and photos during construction.
34. Low-emitting materials: composite wood and agrifiber	Composite wood and agrifiber products used on the interior of the building shall contain no added urea-formaldehyde.	Specification review and photos during construction.

35. Indoor chemical & pollutant source control	Employ permanent entryway systems at least 6 feet long at all major entrances. Isolate and exhaust janitorial rooms or other areas where hazardous gases or chemicals are present or used.	Photos of entryway systems. Review of plans for deck-to-deck partitions and exhausting of areas with hazardous materials or gases.
36. Controllability of systems: lighting	Provide individual lighting controls for 90% of spaces and controllability of shared occupant space lighting.	Task lighting and/or ability to turn on/off lights for 90% of workstations. Switching capability must be included for open offices. Photos or walkthrough.
37. Controllability of systems: thermal comfort	Individual occupants must be able to control ventilation in 50% or more of the occupied spaces.	Operable windows and/or the ability to adjust the thermostat for at least 50% of all occupants.
38. Thermal comfort, verification	Agree to implement a thermal comfort survey of the building occupants within a period of 6-18 months after occupancy. Agree to implement corrective actions if 20% or more of occupants are dissatisfied.	Conduct survey and document results and/or corrective actions. A survey is available from the Center for the Built Environment, www.cbcsurvey.org . Other surveys must be approved by Grantor.
39. Daylight & views: daylight 75% of workspaces	Provide a minimum of daylight to 75% of workspaces. Calculation daylight factor based on LEEDv2.2, EQ credit 8.1	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
40. Daylight & views: views for 90% of workspaces	Provide views to a minimum of 90% of workspaces. Calculate view factor based on LEEDv2.2, EQ credit 8.2.	Perform calculation as per LEED-NC reference guide version 2.2 or an approved equivalent calculation.
Innovation & Design Process		
41. Innovation: LEED-AP on design team	Include a LEED-AP on the design team.	Name and LEED-AP status of design team member.
42. Innovation: green cleaning policy	Implement a Green Cleaning policy based on StopWaste.Org's model policy OR one adopted by the City.	Submit a copy of the policy.
43. Innovation: <define>	The City can define up to 3 more innovation credits to be reviewed by Grantor staff.	TBD
44. Innovation: <define>	TBD	TBD
45. Innovation: <define>	TBD	TBD

In addition to meeting the LEED equivalent benchmark of 26 points, the Grantee will:

1. Monitor the contracted design and construction professionals' work to ensure that the design and construction of the Civic Center scores 65 points (or greater) on the Bay-Friendly Landscape Scorecard and complies with the terms of the Authority Green Building & Bay-Friendly Landscaping Grant.
2. Divert 100% of all asphalt, concrete, and at least 50% of all construction and demolition (C&D) debris as included in project specifications and design drawings.
3. Provide verification of green building measures listed in Attachment A, Table 1 and participate in on-site verification by the Grantor as necessary.
4. Communicate questions regarding green building & Bay-Friendly Landscaping practices and the use of Green Building & Bay-Friendly Landscape Grant funds to the appropriate Grantor project manager in an expeditious manner.
5. Submit copies of all publicity or promotional materials concerning the project, including press releases, feature stories, public services announcements and brochures, to the Grantor Program Manager for review and approval prior to release of the information.
6. Notify the appropriate Grantor Program Manager in a timely manner of any changes to the project that will result in the Grantee's inability to fulfill the terms of the contract.

2. Alameda County Waste Management Authority

Key Personnel:

Green Building: Wes Sullens, Program Manager

Bay-Friendly Landscaping: Teresa Eade, Senior Program Manager

ACWMA Staff will:

1. Provide technical assistance to Grantee, its architects, landscape architects and its contractors as requested and as appropriate to ensure maximum compliance of the project to the terms of the grant funding.
2. Verify that the project meets its green building goals through a combination of documentation review and on-site inspection.
3. Provide Bay-Friendly Landscaping design and construction assistance as requested by grantee and as needed to verify points on the BF Landscape Scorecard.
4. Provide Grantee with program logos and other information for use in acknowledgements and construction site signage.

Appendix B Payment and Reporting Schedule

The following schedule of payment and reporting is agreed to by the Alameda County Waste Management Authority (Grantor) and the City of Albany (Grantee):

Total Project Grant Funding not to exceed \$50,000

Green Building Funds not to exceed \$35,000

Bay-Friendly Landscaping Funds not to exceed \$15,000

- 1) Funds will be encumbered and the contract will be valid when all of the following conditions have been met:
 - a) This Funding Agreement has been fully executed.
 - b) Certificates of Insurance meeting the requirements of Section 16 of this Agreement or, alternatively, a statement of self-insurance is submitted and on file with the Authority.
 - c) Signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted.

- 2) **Green Building Funding not to exceed \$35,000**
 - a) Payment. An invoice will be due and payable by the Grantor to the Grantee when all of the following conditions have been met:
 - i) Documentation of a final Waste Management plan, updated with actual quantities from waste and recycling service provider reports and receipts or weight tags for backup documentation. Compliance with the requirement of diverting 100% of concrete and asphalt and at least 50% of all construction & demolition waste is non-negotiable.
 - ii) Documentation is provided to the Grantor Program Manager verifying that the project has met the equivalent of a LEED for New Construction certification or better and has earned at least 26 points listed in Appendix A, Table 1. Include submittals of appropriate backup documentation as well as a LEED summary scorecard.
 - iii) The Grantee will be available for a conversation and/or tour to describe lessons learned during the design and construction of the project, including benefits and barriers/obstacles, for use in a published case study developed & distributed by the Grantor.
 - iv) Grantee submits signed invoice for payment.
 - b) Incompletion. The project must achieve at least 26 points from the items listed in Appendix A, Table 1. If the project does not achieve 26 points, as verified by the Grantor, \$1,500 will be withheld from this payment for every point below the minimum of 26 points.

- 3) **Bay-Friendly Landscaping Funding not to exceed \$15,000**
 - a) An invoice in the amount of \$15,000 will be due and payable by the Grantor to the Grantee when Grantee submits the following documentation, and such documentation is approved by the Authority Bay-Friendly Landscaping Program Manager:

- i) Final Plans, specifications, and narrative (if not included in plans and specifications) documenting compliance with the Bay-Friendly Landscaping measures being implemented listed in Appendix C.
- ii) A preconstruction meeting with the Grantor's Bay-Friendly technical assistance contractor has occurred with the landscape construction firm prior to the construction of the landscape to review the Bay-Friendly landscape measures being implemented in this project.
- iii) Bay-Friendly Landscaping Program Manager and or her designee has conducted a site visit after the construction of the landscape.
- iv) An electronic copy of the Final Bay-Friendly Scorecard based upon the completed landscape. The Bay-Friendly Scorecard must meet all the requirements and minimum score or better and accurately reflect the built landscape.
- v) A PDF of the landscape planting plans.
- vi) A completed Bay-Friendly Landscaping Grant Evaluation Form
- vii) Grantee submits signed invoice for payment.

Appendix C
LEED and Bay-Friendly Scorecards

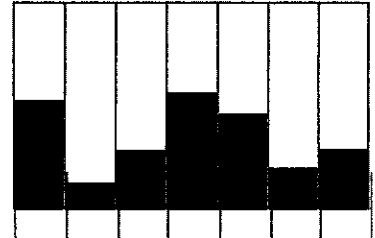
1. Bay-Friendly Landscaping Scorecard for Albany Civic Center

Bay-Friendly Scorecard for Commercial & Civic Landscapes



This scorecard tracks Bay-Friendly features incorporated into the design and construction of new landscapes. The recommended minimum requirements for a Bay-Friendly Landscape are: earn a total of 60 points or more and complete the 9 required practices indicated by the red "R" in the columns labeled "Possible Points".

Current Point Total: 73



Albany Civic Center

Points Achieved	Possible Points						
	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habit
A Site Planning							
1. Select and evaluate the site carefully							
<input checked="" type="checkbox"/>	a. Submit the completed Bay-Friendly Site Analysis form before 100% design development documents	5	5				
<input checked="" type="checkbox"/>	b. The site is located within an urban growth boundary and avoids environmentally sensitive sites	3	3				
<input type="checkbox"/>	c. The site development results in the clean up of a contaminated site (i.e. brownfield) or is in a designated redevelopment area	0				3	
2. Consider the potential for fire							
<input type="checkbox"/>	a. For sites adjacent to fire sensitive open space or wildlands only: Submit a Fire Mitigation Plan	0	5				
3. Keep plant debris on site							
a. Produce mulch from plant debris							
<input type="checkbox"/>	i. Design documents specify areas under tree & shrub canopies and at least 10 feet away from hard surfaces and storm drains, to be used as a leaf repository for mulch	0	1				
<input type="checkbox"/>	ii. Construction documents specify that of the trees identified for removal, some are chipped for use as mulch onsite	0	1				
b. Produce compost from plant debris							
<input type="checkbox"/>	i. A site for composting is included in landscape plans. Systems for composting up to and including 3 cubic yards at one time	0	1				
<input type="checkbox"/>	ii. Systems for composting more than 3 and up to 10 yards at one time (total 2 points)	0	1				
<input type="checkbox"/>	iii. Systems 10 cubic yards or larger (total 3 points)	0	1				
4. Reduce and recycle waste							
<input type="checkbox"/>	a. An easily accessible area is dedicated to the collection and storage of materials for recycling	0	2				
5. Minimize site disturbance							
<input type="checkbox"/>	a. On greenfield sites, limit site disturbance to protect topography, vegetation and hydrology (total 3 points)	0	1			1	1
<input type="checkbox"/>	b. On previously developed sites, restore vegetation and hydrology (total 3 points)	0	1			1	1
<input checked="" type="checkbox"/>	6. Provide water and/or shelter for wildlife such as birdhouse, bathhouses, boulders, logs, wood piles, large native shrubs or trees	1					1
7. Conserve or restore natural areas & wildlife corridors							
<input type="checkbox"/>	a. The landscape is designed to preserve 80% of existing mature healthy trees and penalties for destruction of protected trees are included in construction contract	0					2
<input type="checkbox"/>	b. The landscape is designed to increase open space compared to its previous use and/or to connect it to other open space or wildlife corridors	0					2
<input type="checkbox"/>	c. Create or protect a diverse plant buffer of low maintenance vegetation along creeks, shorelines or monocultured landscaped areas	0					2
Site Planning Subtotal, out of possible 33 points:		9					

Albany Civic Center

		Points Achieved	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habitat
B. Stormwater and Site Drainage			Possible Points						
1. Minimize impervious surfaces									
a. Permeable paving, gravel or other porous surfaces are installed for									
<input type="checkbox"/>	i. 25% OR	0						1	
<input type="checkbox"/>	ii. 33% (total 3 points) OR	0						2	
<input type="checkbox"/>	iii. 50% of the paved area (total 5 points)	0						2	
<input type="checkbox"/>	b. No impervious surfaces directly connect to the storm drain	0						2	
2. Design a system to capture and filter storm water									
<input type="checkbox"/>	a. Capture and filter runoff from parking lots into landscape beds, vegetated swales or other landscape stormwater bmps	0						2	
<input type="checkbox"/>	b. Incorporate landscape measures, including vegetated swales, infiltration planters, detention basins and/or stormwater wetlands, that are designed to capture and filter 85% of average annual stormwater runoff OR	0						2	
<input type="checkbox"/>	c. Designed to capture and filter 100% of average annual runoff (total 4 points)	0						2	
<input type="checkbox"/>	d. Bioswales specify flat bottoms of at least 18 inches across and/or rock cobble at points of concentrated flow	0						1	
<input type="checkbox"/>	e. Turf is not specified in bioswales	0						1	
<input checked="" type="checkbox"/>	f. Direct rain water from all down spouts to planters, swales or landscaped areas	1						1	
Stormwater and Site Drainage Subtotal, out of possible 16 points:		1							
C. Earthwork and Soil Health			Possible Points						
1. Assess the soil and test drainage									
<input checked="" type="checkbox"/>	a. Submit laboratory soil analysis results and recommendations for compost and natural fertilizers (total 3 points)	3	2		1				
2. Remove and store topsoil before grading									
<input type="checkbox"/>	a. The removal, temporary storage, and re-spreading of topsoil is specified in the landscape design documents AND specifications include a maximum topsoil pile height of 6 feet, as well as measures to protect the stored topsoil from erosion	0			2				
3. Protect soil from compaction									
<input type="checkbox"/>	a. Grading specifications and construction plans call for the installation and maintenance of fencing to prohibit parking or materials staging in areas identified for protection	0			2				
<input type="checkbox"/>	b. Design documents specify that soil is not worked when wet	0			1				
4. Aerate compacted soils									
<input type="checkbox"/>	a. Design documents include specification to alleviate compacted soils to a depth of at least 8 inches, before planting, for all landscaped areas that can not be protected during construction	1			1				
<input checked="" type="checkbox"/>	b. Design documents include specification to alleviate compacted soils to a depth of at least 12 inches, before planting, for all landscaped areas that can not be protected during construction (total 2 points)	1			1				
5. Feed soils naturally & avoid synthetic fertilizers									
<input checked="" type="checkbox"/>	a. Fertilizers or soil amendment materials prohibited by Organic Materials Research Institute in its generic materials list are prohibited in construction of the project	1			1				
6. Mulch									
<input checked="" type="checkbox"/>	a. Required: Planting specifications and plans indicate that after construction, all soil on site is protected with a minimum of 3 inches of recycled mulch				R				

Albany Civic Center

	Points Achieved	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habitat
7. Amend the soil with compost before planting								
a. Quality compost is specified as the soil amendment, at the rates indicated by a soil analysis, to bring the soil organic matter content to a minimum of:								
<input checked="" type="checkbox"/> i. Required: 3.5% by dry weight OR 1 inch of quality compost OR					R			
<input checked="" type="checkbox"/> ii. 5% by dry weight OR (total 2 points)	2				1	1		
<input checked="" type="checkbox"/> iii. Specify the use of compost from processors that participate in the US Composting Council's Standard Testing Assurance program	1				1			
8. Use IPM design and construction practices to prevent pest problems								
<input checked="" type="checkbox"/> a. Sheet mulch is specified for weed control (total 3 points)	3			1			2	
<input checked="" type="checkbox"/> b. Synthetic chemical pre-emergents are prohibited	2						2	
9. Keep soil & organic matter where it belongs								
<input type="checkbox"/> a. Compost berms or blankets or socks are specified for controlling erosion (total 2 points)	0			1			1	
Earthwork and Soil Health Subtotal, out of possible 21 points:	14							
D. MATERIALS		Possible Points						
1. Use salvaged items & recycled content materials								
a. Non-plant landscape materials are salvaged or made from recycled content materials or FSC certified wood:								
<input type="checkbox"/> i. Decking (100% of non structural materials)	0		1					
<input type="checkbox"/> ii. Fencing (100% of non structural materials)	0		2					
<input type="checkbox"/> iii. Outdoor furniture such as bike racks, benches, tables and chairs (50% minimum)	0		2					
<input type="checkbox"/> iv. Planters or retaining walls (100% of either or both)	0		1					
<input type="checkbox"/> v. Parking stops or lighting/sign posts (100% of either or both)	0		1					
<input type="checkbox"/> vi. Play structures or surfaces (100% of either or both)	0		2					
<input type="checkbox"/> vii. Edging or decorative glass mulch (100% of either or both)	0		1					
<input type="checkbox"/> b. A minimum 25% of recycled aggregate (crushed concrete) is specified for walkway, driveway, roadway base and other uses	0		2					
c. Replace Portland cement in concrete with flyash or slag								
<input type="checkbox"/> i. 20%	0		1					
<input type="checkbox"/> ii. 25% (total 2 points)	0		1					
d. Purchased compost and/or mulch is recycled from local, organic materials such as plant or wood waste								
<input checked="" type="checkbox"/> i. 100% of compost OR 100% of mulch	1		1					
<input checked="" type="checkbox"/> ii. 100% of both (total 2 points)	1		1					
2. Reduce and recycle landscape construction waste								
<input checked="" type="checkbox"/> a. Required: Divert 50% of landscape construction and demolition waste.			R					
<input type="checkbox"/> b. Divert 100% of asphalt and concrete and 65% of remaining materials OR	0		2					
<input type="checkbox"/> c. Divert 100% of asphalt and concrete and 80% of remaining materials (total 4 points)	0		2					
<input type="checkbox"/> d. Donate unused materials	0		1					
3. Reduce the heat island effect with cool site techniques								
<input checked="" type="checkbox"/> a. at least 50% of the paved site area includes cool site techniques	2						2	

Albany Civic Center

	Points Achieved	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habitat
4. Design lighting carefully								
<input type="checkbox"/> a. Low energy fixtures are specified for all site lighting	0					2		
<input type="checkbox"/> b. Photovoltaic is specified for site lighting								
<input type="checkbox"/> i. all path lighting is solar powered	0					1		
<input type="checkbox"/> ii. 50% of all other site lighting is solar powered	0					2		
<input type="checkbox"/> iii. 100% of all other site lighting is solar powered (total 4 points)	0					2		
<input type="checkbox"/> c. Reduce light pollution and trespass: exterior luminaries emit no light above horizontal or are Dark Sky certified	0					1		
<input type="checkbox"/> d. The site and exterior building lighting does not cast direct beam illumination onto adjacent properties or right of ways	0					1		
5. Choose and maintain equipment for fuel conservation								
<input type="checkbox"/> a. Specify solar powered pump(s) for water features	0					1		
6. Specify low embodied energy products								
<input checked="" type="checkbox"/> a. 100% of any stone and non-concrete hardscapes materials are produced within 500 miles of the project site	2					2		
7. Use integrated pest management								
<input checked="" type="checkbox"/> a. Design documents include construction specifications that require integrated pest management	2						2	
8. Use organic pest management								
<input checked="" type="checkbox"/> a. Design documents include construction specifications that prohibit the use of pesticides that are not allowed by OMRI in its generic materials list (total 4 points)	2							2
Materials Subtotal, out of possible 39 points:	10							
E. PLANTING		Possible Points						
1. Select appropriate plants: choose & locate plants to grow to natural size and avoid shearing								
<input checked="" type="checkbox"/> a. Required: No species will require shearing			R					
<input checked="" type="checkbox"/> b. Plants specified can grow to mature size within space allotted them	1	1						
2. Select appropriate plants: do not plant invasive species								
<input checked="" type="checkbox"/> a. Required: None of the species listed by Cal-IPC as invasive in the San Francisco Bay Area are included in the planting plan			R					
3. Grow drought tolerant CA native, Mediterranean or climate adapted plants								
<input checked="" type="checkbox"/> a. Required: Specify California native, Mediterranean or other climate adapted plants that require occasional, little or no summer water for 75% of all non-turf plants						R		
<input checked="" type="checkbox"/> b. Specify California native or Mediterranean or other climate adapted plants that require occasional, little or no summer water for 100% of all non-turf plants	2					2		
<input type="checkbox"/> c. 100% of the non-turf plant palette need no irrigation once established (total 5 points)	0					3		
4. Minimize the lawn								
<input checked="" type="checkbox"/> a. Turf is not specified in areas less than 8 feet wide or in medians, unless irrigated with subsurface or low volume irrigation	2					2		
<input checked="" type="checkbox"/> b. Turf shall not be installed on slopes exceeding 10%	2					2		
<input checked="" type="checkbox"/> c. Required: A maximum of 25% of total irrigated area is specified as turf, with sports or multiple use fields exempted.						R		
<input checked="" type="checkbox"/> d. A maximum of 15% of total landscaped area is specified as turf, with sports or multiple use fields exempted	2					2		
<input checked="" type="checkbox"/> e. No turf is specified (total 5 points)	3					3		
5. Implement hydrozoning								
<input checked="" type="checkbox"/> a. Group plants by water requirements and sun exposure and select plant species that are appropriate for the water use within each zone and identify hydrozones on the irrigation plan (with separate irrigation valves for differing water needs, if irrigation is required)	2					2		

Albany Civic Center

	Points Achieved	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habit
6. Provide shade to moderate building temperatures								
<input checked="" type="checkbox"/> a. Protect existing trees and/or specify new trees such that 50% or more of west facing glazing and walls will be shaded (at 4 pm in September) by the trees at their mature size AND trees must be deciduous	2					2		
7. Plant trees								
<input checked="" type="checkbox"/> a. At least 50% of the paved site area is shaded by trees or other vegetation	2					2		
<input checked="" type="checkbox"/> b. At least one tree species is a large stature species (total 2 points)	2					1		1
8. Diversify								
a. Landscapes less than 20,000 square feet shall have a minimum of:								
<input type="checkbox"/> ii. 20 distinct species OR	0							1
<input type="checkbox"/> iii. 30 distinct plant species (total 3 points)	0							2
b. Landscapes with 20,000 to 43,560 square feet (1 acre) shall include a minimum of:								
<input type="checkbox"/> i. 30 distinct plant species OR	1							1
<input checked="" type="checkbox"/> ii. 40 distinct species OR (total 2 points)	1							1
<input type="checkbox"/> iii. 50 distinct plant species (total 4 points)	0							2
c. Landscapes of greater than 1 acre shall include a minimum of 40 distinct plant species AND								
<input type="checkbox"/> i. one additional species per acre over 1 acre OR	0							2
<input type="checkbox"/> ii. two additional species per acre over 1 acre (total 4 points)	0							2
9. Choose California natives first								
<input checked="" type="checkbox"/> a. CA natives are specified for 50% of non-turf plants	2							2
Planting Subtotal, out of possible 36 points:								24
F IRRIGATION		Possible Points						
1. Design for on-site rainwater collection, recycled water and/or graywater use								
<input type="checkbox"/> a. Irrigation systems and/or all ornamental uses of water (ponds, fountains, etc) are plumbed for recycled water where it is available from a municipal source	0				3			
b. Design a system that can store and use rainwater and/or graywater to satisfy a percentage of the landscape irrigation requirements:								
<input type="checkbox"/> i. 10% OR	0				3			
<input type="checkbox"/> ii. 50% OR (total 4 points)	0				1			
<input type="checkbox"/> iii. 100% of dry season landscape water requirements satisfied with harvested rainwater (total 5 points)	0				1			
2. Design and install high efficiency irrigation systems								
<input checked="" type="checkbox"/> a. Required: Specify weather based (automatic, self adjusting) irrigation controller(s) that includes a moisture and/or rain sensor shutoff						R		
<input checked="" type="checkbox"/> b. Required: Sprinkler and spray heads are not specified for areas less than 8 feet wide						R		
<input type="checkbox"/> c. For 75% or greater of non-turf irrigated areas: Specify and install irrigation equipment with an operational distribution uniformity of 80% or greater, such as drip or bubblers	2					2		
<input checked="" type="checkbox"/> d. For 100% of non-turf irrigated areas: Specify and install irrigation equipment with an operational distribution uniformity of 80% or greater, such as drip or bubblers (total 5 points)	3					3		
<input type="checkbox"/> e. For all turf areas: Specify and install equipment with a precipitation rate of 1 inch or less per hour and an operational distribution uniformity of 70% or greater	0					2		
<input checked="" type="checkbox"/> f. Design and install irrigation system that will be operated at 70% of reference ET	3					3		
3. Install a dedicated meter for landscape water use or install a submeter								
<input checked="" type="checkbox"/> a. A dedicated irrigation meter or submeter is specified to track irrigation water	2					2		
Irrigation Subtotal, out of possible 20 points:								10

Albany Civic Center

		Points Achieved	Landscaped Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habitat
G. MAINTENANCE		Possible Points							
1. Keep plant debris on site									
a. Grasscycle									
<input type="checkbox"/>	i. Maintenance specifications and/or task list includes grasscycling (grass clippings left on the lawn after mowing) for all lawns from April through October, or longer. Sports turf may be excluded "in season" when clippings will interfere with play	0	2						
b. Produce mulch from plant debris									
<input checked="" type="checkbox"/>	i. Maintenance specifications and/or task list requires that leaves and/or seed free vegetative debris less than 4 inches (including cut or chipped woody prunings) be re-incorporated into the mulch layer of landscaped areas away from storm drain	2	2						
c. Produce compost from plant debris									
<input type="checkbox"/>	i. Composting plant debris on site is included in maintenance specifications or task list	0	3						
2. Separate plant debris for clean green discounts									
<input type="checkbox"/>	a. Maintenance specifications and/or task list require all exported plant debris be separated from other refuse and taken to a facility where it will be used to produce compost or mulch	0	3						
3. Protect soil from compaction									
<input type="checkbox"/>	a. maintenance task list specifies that soil is not worked when wet, generally between October and April	0		1					
4. Feed soils naturally & avoid synthetic fertilizers									
<input type="checkbox"/>	a. Maintenance manual include specifications to topdress turf with finely screened quality compost after aeration and/or 1-4 times per year	0		1					
<input type="checkbox"/>	b. Plant and soil amendments for maintenance are specified as compost, compost tea or other naturally occurring, non-synthetic fertilizers for all landscape areas	0		1					
<input type="checkbox"/>	c. Fertilizers prohibited by Organic Materials Research Institute are prohibited in the project	0		1					
5. Mulch Regularly									
<input type="checkbox"/>	a. Regular reapplication of organic mulch, to a minimum depth of 3 inches is included in the maintenance specifications or task list (total 2 points)	0		1	1				
6. Manage and maintain irrigation system so every drop counts									
<input type="checkbox"/>	a. Maintenance task list includes a schedule for reading the dedicated meter or submeter and reporting water use	0			1				
<input type="checkbox"/>	b. At completion of the installation, the contractor shall provide the property owner with 1. precipitation rate for each valve zone, 2. area calculations for each irrigation zone and the irrigation plans which include the location of irrigation supply shut off, 3. internet address for watering index information	0			2				
<input type="checkbox"/>	c. Maintenance task list includes regular checking of irrigation equipment, and/or checking soil moisture content before watering AND/OR immediate replacement of broken equipment with equal or superior materials	0			1				
7. Use IPM as part of maintenance practices									
<input type="checkbox"/>	a. Maintenance task list includes integrated pest management specifications	0						2	
<input type="checkbox"/>	b. At least one landscaping staff member or contractor is trained in the use of IPM or is a Bay-Friendly Qualified Professional	0						2	
8. Choose and maintain your materials, equipment & vehicles carefully									
<input type="checkbox"/>	a. Maintenance task list specifies that all oil leaks are repaired immediately and that repairs are not done at the landscape site	0						1	
<input type="checkbox"/>	b. Equipment that uses biobased lubricants and/or alternative fuels is specified in the maintenance task list	0						2	
9. Use organic pest management									
<input type="checkbox"/>	a. Maintenance task list prohibits the use of pesticides that are not allowed by Organic Materials Research Institute in its generic materials list for the maintenance of the landscape	0							2
Maintenance Subtotal, out of possible 29 points:		2							

Albany Civic Center

		Points Achieved	Landscape Locally	Less to Landfill	Nurture the Soil	Conserve Water	Conserve Energy	Water and Air Quality	Create Wildlife Habitat	
INNOVATION			Possible Points							
<input checked="" type="checkbox"/>	1. Bay-Friendly Landscape Guidelines and Principles are defined and referenced in the construction bid documents	3	3							
2. Design & Install educational signage										
<input type="checkbox"/>	a. Provide instructional signs and other educational materials to describe the landscapes Bay-Friendly design, construction and maintenance practices	0	4							
3. Create a Bay-Friendly Maintenance task list										
<input type="checkbox"/>	a. Provide a detailed Bay-Friendly maintenance task list and/or use the BF Maintenance Specification Guidelines as an official reference document in the the landscape maintenance contract and/or with on site landscape staff (total 7 points)	0	1	1	1	1	1	1	1	
4. Employ a holistic approach										
<input type="checkbox"/>	a. Site analysis is submitted AND 65% of landscape construction waste is diverted AND planting plan includes a diverse palette AND 50% of non-turf plants are California native species AND none of the landscape area is in turf AND compost is specified for amending the soil during installation AND natural fertilizers are specified as the exclusive source of nutrients AND integrated OR organic pest management is specified (total 7 points)	0	1	1	1	1	1	1	1	
5. Innovation: Design your own Bay-Friendly Innovation										
	a. Enter description of innovation below, and enter up to 4 points at the right. Points will be evaluated by a Bay-Friendly rater.									
<input type="checkbox"/>	1. Innovation description:	0	0	0	0	0	0	0	0	
Innovation Subtotal, out of possible 25 points:		3								
Summary										
		Total Possible Points:	215	25	41	18	45	22	36	28
		Total Points Achieved:	73	13	5	5	25	10	7	8

Project has met all recommended minimum requirements

- Total Project Score of At Least 60 Points

- Required Measures:

- C6a: Mulch
- C7ai: Amend the soil with compost before planting
- D2a: Reduce and recycle landscape construction waste
- E1a: No Species Will Require Shearing
- E2a: Do Not Plant Invasive Species
- E3a: Grow Drought Tolerant, CA Native, Mediterranean or Climate Adapted Plants
- E4c: Minimize the Lawn
- F2a&b: Specify Weather-Based Irrigation Controllers
- F2b: Spray Heads Are Not Specified For Areas Less Than 8 Feet Wide

