



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, SEPTEMBER 16, 2024

REGULAR MEETING AT 6:00 P.M.
San Rafael City Hall, Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2024-09-16>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675# US

This meeting will be held in-person. This meeting is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting:

- You are welcome to come to the meeting and provide public comment in person. Each speaker will have 2-minutes to provide public comment per agenda item.
- Submit your comments by email to city.clerk@cityofsanrafael.org by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 1 Case

1. Rivera v. City of San Rafael (U.S. District Court, N.D. Cal., Case No. 24-cv-05239-YGR)

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

- a. **Approval of Minutes**

Approve the Regular City Council Meeting Minutes of September 3, 2024 (CC)

Recommended Action - Approve as submitted

b. Smoking Ordinance Amendment

Final Adoption of Ordinance No. 2042: An Ordinance Amending Chapter 9, Section 9.04.120 of the San Rafael Municipal Code to Allow for a Civil Right of Action for Violations of the City's Smoking Ordinance (CM)

Recommended Action - Final Adoption of Ordinance No. 2042

c. Designation of Voting Delegate for the League of California Cities Annual Conference & Expo

Designation of Councilmember Maika Llorens Gulati as Voting Delegate for the 2024 League of California Cities Annual Conference & Expo in Long Beach - October 16-18, 2024 (CC)

Recommended Action - Designate Councilmember Maika Llorens Gulati as the City of San Rafael's voting delegate for the League of California Cities Annual Conference General Assembly in Long Beach from October 16-18, 2024

d. Surplus Vehicle Sale

Declare Listed Vehicles and Equipment as Surplus Property and Authorize the City Manager to Sell, Donate or Dispose of Vehicles (CM)

Recommended Action - Declare the vehicles and equipment listed in the staff report as surplus and authorize the City Manager to sell, donate, or dispose of said vehicles as deemed necessary

e. Downtown Library Renovation Project

Approve Plans, Authorize and Award Agreements for the Construction of the Downtown Library Renovation Project (PW/LR)

Recommended Action -

a. Approve the plans and specifications for the Downtown Library Renovation Project (also referred to as "City Project No. 11439" and "the Project"), deemed reasonable by the City Engineer, on file in the Department of Public Works.

b. Award the construction agreement (the "Construction Agreement") for the Project to Unger Construction, Co., authorize the City manager to execute the Construction Agreement in the amount of \$1,825,000, and authorize the City Manager to amend the contract amount using contingency funds of \$275,000, for a total of \$2,100,000 for the Project.

c. Authorize the City Manager to enter into a Professional Services Agreement with Unico Engineering for construction management and inspection in the amount not to exceed \$210,536.82.

f. Canal Active Transportation Experience Improvements Project Funding Agreement

Resolution Approving and Authorizing the City Manager to Execute a Program Supplement Agreement with Caltrans to Receive State Funds (DPW)

Recommended Action - Adopt Resolution

SPECIAL PRESENTATIONS

5. Special Presentations:

a. Proclamation in Recognition of United Against Hate Week 2024 and Support for Not In Our Town

b. Youth Art Exhibit in City Hall - 'Our Resilient Community' an Exhibit on Sea Level Rise

PUBLIC HEARINGS

6. Public Hearings:

a. **Proposed Update to Master Fee Schedule**

Resolution Authorizing an Update to the City's Master Fee Schedule (Fin)

Recommended Action - Adopt Resolution

OTHER AGENDA ITEMS

7. Other Agenda Items:

a. **Greenhouse Gas Emissions Reports and Climate Action Priorities Update**

Accept the Greenhouse Gas Inventory Reports for 2022 and the Fiscal Year 2023-2025 Two-Year Workplan Priorities Update (CM)

Recommended Action - Accept the Greenhouse Gas Inventory Reports for 2022 and the Fiscal Year 2023-2025 Two-Year Workplan Priorities Update

OPEN TIME FOR PUBLIC EXPRESSION

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online and at City Hall, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing city.clerk@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.



AGENDA

SAN RAFAEL CITY COUNCIL - TUESDAY, SEPTEMBER 3, 2024

REGULAR MEETING AT 6:00 P.M.
San Rafael City Hall, Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

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OPEN SESSION- THIRD FLOOR CONFERENCE ROOM - 4:45 PM

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 4:45 PM

2. Closed Session:
 - a. Personnel Matters - Government Code Section 54957
Public Employee Performance Evaluation - City Manager

Present: Vice Mayor Hill
Councilmember Kertz
Councilmember Llorens Gulati
Mayor Kate

Absent: Councilmember Bushey
Also Present: City Manager Cristine Alilovich
City Attorney Robert Epstein
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 6:03 p.m. and invited City Clerk Lindsay Lara to call the roll. Councilmember Bushey was absent.

City Attorney Robert Epstein announced that no reportable action was taken in closed session.

Mayor Kate provided opening remarks which included gratitude to City Staff, the passing of former San Rafael Mayor Al Boro, Banned Books Week and a land acknowledgment.

City Clerk Lindsay Lara informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom. She noted the two-minute timer for public comment and closed captioning on Zoom.

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

City Manager Cristine Alilovich reported on:

- The passing of former San Rafael Mayor Al Boro
- 2nd Friday Art Walk to be held Friday, September 13, Downtown, 5-8pm / Youth in Arts poster making event in honor of United Against Hate Week, 917 C Street, 5-8pm
- PorchFest to be held Sunday, September 15, Gerstle Park Neighborhood, 12-5pm
- Free Movie in the Park event to be held Friday, September 20, Sun Valley Park, 5:30pm - Movie to start at 7:15pm
- Free Marin County Electrification Career Fair to be held, Saturday, September 14, Marin County Exhibit Hall, 10am-3pm
- Illegal Food Vendors Update
- Police Department to offer two speed safety and community lidar/radar classes, Wednesday September 18 (6-8pm) and Sunday September 22 (10am-noon), San Rafael Public Safety Center
- Downtown Library Closed for Remodeling - New Pop-Up Library to open Monday, September 16, 1009 Fourth Street

City Councilmember Reports:

- Vice Mayor Hill reported on an Economic Development Subcommittee meeting.
- Councilmember Kertz reported on a Bay Area Housing Finance Authority (BAHFA) Steering Committee meeting with the County, a Northgate Town Square community meeting, the Safeway Terra Linda ribbon-cutting and the Early Learning Center at Short School ribbon-cutting.
- Councilmember Llorens Gulati reported on a quarterly City Climate Action Plan (CCAP) meeting, a BayWAVE meeting, a Chamber of Commerce Green Business Mid Day Meet-up event, a Sea-Level Rise Subcommittee meeting and the Movie in the Park event at Pickleweed Park.
- Mayor Kate reported on Sonoma Marin Area Rail Transit (SMART) and a BayWAVE meeting.

Mayor Kate invited public comment.

Speakers: Name Withheld, Mario Ernesto Lopez

CONSENT CALENDAR:

Mayor Kate invited public comment; however, there was none.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to approve the Consent Calendar.

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve the Regular City Council Meeting Minutes of July 15, 2024 and the Regular and Special City Council Meeting Minutes of August 19, 2024 (CC)
Approved as submitted
- b. **Conflict of Interest Code Update**
Resolution Repealing Resolution No. 15117, Re-Adopting the Fair Political Practices Commission Model Conflict of Interest Code as the City's Conflict of Interest Code, and Adopting a Revised List of Designated Employee Positions and Disclosure Categories, to be Incorporated into the City's Conflict of Interest Code (CC)
Resolution 15334 - Resolution Repealing Resolution No. 15117, Re-Adopting the Fair Political Practices Commission Model Conflict of Interest Code as the City's Conflict of Interest Code, and Adopting a Revised List of Designated Employee Positions and Disclosure Categories, to be Incorporated into the City's Conflict of Interest Code
- c. **Public Art Review Board Bylaws Amendment**
Resolution Amending the Public Art Review Board Bylaws (CC)
Resolution 15335 - Resolution Amending the Public Art Review Board Bylaws
- d. **Camping Ordinance Amendment Adoption**
Adoption of Ordinance 2040: An Ordinance Amending San Rafael Municipal Code Chapter 19.50 -- Camping on Public Property (CC)
Final Adoption of Ordinance No. 2040
- e. **Proclamation**
Proclamation Supporting National Preparedness Month 2024 (HR)
Received and Filed
- f. **Urban Lot Split Ordinance Adoption**
Adoption of Ordinance 2041: An Ordinance Amending Chapter 15.155 (Urban Lot Splits) and Chapter 15.03 (Minor Subdivisions (Four or Fewer Lots)) of the San Rafael Municipal Code to Clarify and Improve the Procedure for Implementation of Government Code Section 66411.7 (Senate Bill 9) Related to Urban Lot Splits (CC)
Final Adoption of Ordinance No. 2041
- g. **Medi-Cal Intergovernmental Transfer Cost Recovery Program Agreement**
Authorize the City Manager to Execute an Agreement Allowing the San Rafael Fire Department to Participate in a Medi-Cal Intergovernmental Transfer (IGT) Program with the California Department of Health Care Services (DHCS) for the Service Period of January 1, 2023, Through December 31, 2023 (FD)
Authorized the City Manager to execute an agreement allowing the San Rafael Fire Department to participate in a Medi-Cal Intergovernmental Transfer (IGT) Program with the California Department of Health Care Services (DHCS) for the service period of January 1, 2023, Through December 31, 2023
- h. **Fleet Replacement Fiscal Year 2024-2025**
Authorize City Manager to Purchase Three (3) Vehicles for Replacement in an Amount Not to Exceed \$330,000 (PW)
Authorized the City Manager to purchase three (3) vehicles to replace aging and operationally inadequate vehicles for the City's vehicle fleet in an amount not to exceed \$330,000, which includes a \$30,000 (10%) contingency for unexpected cost increases

- i. **B Street Culvert Replacement Project**
Authorize the City Manager to Enter into the First Amendment to the Task Order with Park Engineering, Inc. for Inspection Services Associated with the B Street Culvert Replacement Project, in an Additional Amount of \$54,122.34, Increasing the Total Not-To-Exceed Amount of the Agreement to \$127,560.34 (PW)
Authorized the City Manager to enter into the First Amendment to the Task Order with Park Engineering, Inc. for inspection services associated with the B Street Culvert Replacement Project, in an additional amount of \$54,122.34, increasing the total not-to-exceed amount of the agreement to \$127,560.34

- j. **Stormwater Pump Station Repair Agreement**
Approve and Authorize the City Manager to Waive Competitive Bidding and Enter into a Maintenance Agreement with Pump Repair Service Company to Repair Two Stormwater Pumps, in an Amount Not to Exceed \$720,000 (PW)
Authorized the City Manager to waive competitive bidding and enter into a maintenance agreement with Pump Repair Service Company to repair two stormwater pumps in an amount not to exceed \$720,000; And, appropriate \$360,000 from the Capital Fund (401) to supplement the previously appropriated amount of \$520,000 from the Stormwater Fund (205) included in the FY 2024-25 adopted budget approved on June 17, 2024

- k. **Citywide Safety Electrical Services Contract Award**
Award of Citywide Safety Electrical Services Agreement to DC Electric and Authorize the City Manager to Negotiate and Enter into an Agreement, for up to Five (5) Years for Services in the Total Not-To-Exceed Amount of \$550,000 per Fiscal Year
Award of Citywide Safety Electrical Services agreement to DC Electric and authorize the City Manager to negotiate and enter into an agreement, for up to five (5) years for services in the total not-to-exceed amount of \$550,000 per fiscal year

- l. **Special Event Street Closure in San Rafael**
Resolution Authorizing the Temporary Closure of Neame Avenue in San Rafael for a Special Event (PD)
Resolution 15336 - Resolution Authorizing the Temporary Closure of Neame Avenue in San Rafael for a Special Event

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate
 NOES: Councilmembers: None
 ABSENT: Councilmembers: Bushey

SPECIAL PRESENTATIONS

5. Special Presentations:

Mayor Kate invited public comment; however, there was none.

a. **Proclamation Supporting Hispanic Heritage Month**

Councilmember Llorens Gulati presented the proclamation to Cecilia Zamora, Hispanic Chamber of Commerce of Marin/Latino Council of Marin and Catalina Lozano, Association of Latino Marin Attorneys (ALMA)/Hispanic Chamber of Commerce of Marin.

Cecilia Zamora and Catalina Lozano provided comments.

b. **Proclamation Supporting Suicide Prevention Awareness Month**

Mayor Kate presented the proclamation to Kara Connors, Marin County Suicide Prevention Collaborative of Marin and Sophia Balestreri, Felton Institute.

Sophia Balestreri and Kara Connors provided comments.

OTHER AGENDA ITEMS

6. Other Agenda Items:

a. **Smoking Ordinance Amendment**

Introduction of an Ordinance Amending Sections 9.04.120 of the San Rafael Municipal Code to Allow for a Private Right of Action for Violations of the City's Smoking Ordinance (CM)

Assistant City Manager John Stefanski presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Al Vetere, Shinji Sakai-Egi

Staff responded to questions raised during public comment.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to introduce the Ordinance, waive further reading of the Ordinance, and refer to it by title only.

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Bushey

Introduced the Ordinance, waived further reading of the Ordinance, and referred to it by title only

The City Clerk read the title of the ordinance:

An Ordinance of the City of San Rafael Amending Chapter 9, Section 9.04.120 of the San Rafael Municipal Code to Allow for a Civil Right of Action for Violations of the City's Smoking Ordinance

b. **Affordable Housing Trust Fund Application Processes**

Affordable Housing Trust Fund Rolling Application Process Implementation and Aligning City's Notice of Funding Availability (NOFA) with County of Marin's NOFA Process

Housing Manager Alexis Captanian presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speaker: Al Vetere

Staff responded to questions raised during public comment.

Councilmembers provided comments.

Councilmember Kertz moved and Vice Mayor Hill seconded to approve the implementation of the rolling application process for the Affordable Housing Trust Fund, as authorized in the guidelines for the administration of the Affordable Housing Trust Fund.

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

Approved the implementation of the rolling application process for the Affordable Housing Trust Fund, as authorized in the Guidelines for the Administration of the Affordable Housing Trust Fund

c. **Personnel Changes**

Resolution Approving the Following Personnel Changes: Retitling of the Assistant Director of Community Development Job Classification, Retitling of the Childcare Director Job Classification, Correcting the Operations & Maintenance Superintendent Salary Range, and Adding the Senior Human Resources Analyst, Wildfire Mitigation Program Manager, Chief Assistant City Attorney Positions, and Amending the San Rafael Mid-Management Employee Association, Services Employees International Union Local 1021, and Unrepresented Mid-Management and Executive Salary Schedules; and Updating the Unrepresented Mid-Management Salary Resolution (HR)

Human Resources Operations Manager Nick Biss and Assistant City Manager John Stefanski presented the Staff Report.

Mayor Kate invited public comment.

Speaker: Al Vetere

Staff responded to questions raised during public comment.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to adopt the resolution approving changes to the San Rafael Mid-Management Employee Association (SRMMEA), Service Employees International Union (SEIU) Local 1021, and Unrepresented Mid-Management and Executive Salary Schedules.

AYES: Councilmembers: Hill, Kertz, Lloren Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

Resolution 15337 - Resolution approving changes to the San Rafael Mid-Management Employee Association (SRMMEA) and Unrepresented Mid-Management and Executive Salary Schedules

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to adopt the resolution approving minor changes to the Unrepresented Mid-Manager Salary Resolution.

AYES: Councilmembers: Hill, Kertz, Lloren Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

Resolution 15338 - Resolution approving minor changes to the Unrepresented Mid-Manager Salary Resolution

OPEN TIME FOR PUBLIC EXPRESSION

None.

ADJOURNMENT:

Mayor Kate invited City Attorney Robert Epstein to make comments about the late Al Boro, former Mayor of San Rafael. Mayor Kate adjourned to Closed Session at 7:20 p.m., in honor of former San Rafael Mayor Al Boro who recently passed away.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2024

KATE COLIN, Mayor

ORDINANCE NO. 2042

**AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING
CHAPTER 9, SECTION 9.04.120 OF THE SAN RAFAEL MUNICIPAL
CODE TO ALLOW FOR A CIVIL RIGHT OF ACTION FOR VIOLATIONS
OF THE CITY'S SMOKING ORDINANCE**

WHEREAS, Section 118910 of the California Health and Safety Code and Section 26200 of the Business and Professions Code expressly authorize local governments to regulate smoking in any manner not inconsistent with state law; and

WHEREAS, there is no Constitutional right to smoke; and

WHEREAS, the purpose of the City's smoking restrictions is to serve the public health, safety, and welfare due to the known dangers to health and wildfire risk posed by smoking and secondhand smoke; and

WHEREAS, In 2012, the City Council adopted [Ordinance No. 1908](#), which significantly changed the City's smoking regulation in San Rafael Municipal Code ("SRMC") Chapter 9.04; and

WHEREAS, enforcement challenges of provisions of section 9.04.120 persist, and community members continue to report violations that negatively impact their health and quality of life; and

WHEREAS, the amendments to the San Rafael Municipal Code made by adoption of this Ordinance are necessary to further enforce current smoking laws so as to more fully protect City residents, businesses and visitors against risk and unwanted secondhand smoke in public places, parks, and multiunit dwellings.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
DOES ORDAIN AS FOLLOWS:**

Division 1. Amendment of Municipal Code.

Sections 9.04.120 of Chapter 9.04 (Clean Indoor And Outdoor Air And Health Protection) of the San Rafael Municipal Code are hereby amended to read as follows. Additions are shown in underline, and deletions are shown in ~~striketrough~~.

9.04.120 Enforcement and penalties.

A. Any violation of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and shall be enforceable pursuant to Chapters 1.40, 1.42, 1.44, or 1.46 of this Code, or by any other judicial and administrative penalties and remedies available to the city under state law. Each instance of smoking in violation of this chapter shall constitute a separate violation. For violations other than for smoking, each day of a continuing violation of this chapter shall constitute a separate violation. The remedies provided by this chapter are not intended to preclude any other remedy available at law or in equity.

B. Any Person acting for the interests of itself, its members, or the general public (hereinafter "Private Enforcer") may bring a private action in any court of competent jurisdiction, including small claims court, to enforce this section against any Person who has violated this section. The Private Enforcer must produce documentation substantiating the violation of the City's Smoking Ordinance, which could include resident complaints, inspection reports, and/or enforcement actions by local public health or code enforcement officers. A court shall grant all appropriate relief, including: (1) awarding damages; and (2) issuing an injunction or a conditional judgment. Except as otherwise provided, enforcement of this section is at the sole discretion of the City. Nothing in this section shall create a right of action in any Person against the City or its agents to compel public enforcement of this section against private parties.

Division 2. Severability.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

Division 3. CEQA Determination.

This Ordinance makes only administrative changes to the operations of a City commission and is therefore exempt from the requirements of the California Environmental Quality Act (CEQA) under 14 Cal. Code Regs. §15061(b)(3), the common sense exemption, because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Division 4. Publication; Effective Date.

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published, and circulated in the City of San Rafael, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for and against the Ordinance.

THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 3rd day of September 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the 16th of September by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

KATE COLIN, Mayor

ATTEST:

LINDSAY LARA, City Clerk

SUMMARY OF ORDINANCE NO. 2042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 9, SECTION 9.04.120 OF THE SAN RAFAEL MUNICIPAL CODE TO ALLOW FOR A CIVIL RIGHT OF ACTION FOR VIOLATIONS OF THE CITY'S SMOKING ORDINANCE

This Summary concerns a proposed ordinance of the City of San Rafael, designated as Ordinance No. 2042, which will amend Chapter 9, Section 9.04.120 of the San Rafael Municipal Code. Ordinance No. 2042 is scheduled for adoption by the San Rafael City Council at its regular meeting of September 3, 2024. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF AMENDMENT TO MUNICIPAL CODE

Section 118910 of the California Health and Safety Code and Section 26200 of the Business and Professions Code expressly authorize local governments to regulate smoking in any manner not inconsistent with state law. Pursuant to this authority, the City adopted Ordinance No. 2042, which amends regulations governing the enforcement of the City's smoking ordinance in San Rafael.

The amended regulations include the introduction of a civil right of action, allowing private individuals (referred to as "Private Enforcers") to bring legal action against those who violate the smoking restrictions outlined in Chapter 9.04 that are designed to protect the public from health effects of ongoing exposure to secondhand smoke in multi-unit housing complexes and other shared spaces. This new provision enables residents, businesses, or members of the general public to seek relief through the courts, including the awarding of damages and injunctions. The Private Enforcer must provide evidence of the violation, such as resident complaints or inspection reports. This amendment is intended to address ongoing enforcement challenges and to enhance the protection of public health, safety, and welfare against the risks associated with smoking and secondhand smoke in public places, parks, and multi-unit dwellings.

The Ordinance was Introduced on September 3, 2024, and scheduled for a Second Reading on September 16, 2024. If passed, the Ordinance becomes effective 30 days after the Second Reading, on October 16, 2024.

Copies of Ordinance No. 2042 are available for public review on the City's website: <https://www.cityofsanrafael.org>. You may also contact the City Clerk at (415) 485-3066 for more information.

LINDSAY LARA
San Rafael City Clerk
Dated: 09/06/24



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk's Office

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'CL', is written over a horizontal line.

TOPIC: DESIGNATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO

SUBJECT: DESIGNATION OF COUNCILMEMBER MAIKA LLORENS GULATI AS VOTING DELEGATE FOR THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO IN LONG BEACH – OCTOBER 16-18, 2024

RECOMMENDATION:

Designate Councilmember Maika Llorens Gulati as the City of San Rafael's voting delegate for the League of California Cities Annual Conference General Assembly in Long Beach from October 16-18, 2024.

BACKGROUND / ANALYSIS:

The California Cities Annual Conference will take place October 16-18, 2024. The California Cities bylaws require that a city's voting delegate and up to two alternates be designated by the City Council. Councilmember Makia Llorens Gulati has indicated her willingness to attend. The City Council is asked to designate Councilmember Maika Llorens Gulati as its formal voting delegate to the League of California Cities Annual Conference General Assembly for the purpose of voting on Cal Cities' policy at the business meeting.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

RECOMMENDED ACTION:

Designate Councilmember Maika Llorens Gulati as the City of San Rafael's voting delegate for the League of California Cities Annual Conference General Assembly in Long Beach from October 16-18, 2024.

ATTACHMENTS:

1. Voting Delegate Packet, dated July 10, 2024

FOR CITY CLERK ONLY

Council Meeting:

Disposition:



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager

Prepared by: Bernadette Sullivan,
Senior Management Analyst

City Manager Approval: _____

TOPIC: SURPLUS VEHICLE SALE

SUBJECT: DECLARE LISTED VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZE THE CITY MANAGER TO SELL, DONATE OR DISPOSE OF VEHICLES

RECOMMENDATION:

Declare the vehicles and equipment listed in the staff report as surplus and authorize the City Manager to sell, donate, or dispose of said vehicles as deemed necessary.

BACKGROUND:

The City of San Rafael periodically reviews its inventory of vehicles and equipment to identify items that are no longer needed for City operations. These items are either outdated, no longer serviceable, or have been replaced by newer models. As part of this ongoing review, the following vehicles and equipment have been identified as surplus:

- Fire Engine 53 (reserve)
- Mobile Shower Truck

Donating and selling the vehicles not only alleviates the City from ongoing service costs but also allows them to be used for a meaningful purpose in a community that can greatly benefit from them.

ANALYSIS:

By declaring these vehicles and equipment as surplus and authorizing their sale or disposal, the City of San Rafael can ensure that these resources continue to serve important community and humanitarian purposes. The donation of Fire Engine 53 to Firefighters Without Borders California and the mobile shower truck to WeHope reflects the City's commitment to supporting both local and global initiatives that align with our values.

1. Fire Engine 53:

Firefighters Without Borders California, a non-profit organization dedicated to providing training and resources to fire departments in Central and South America, has requested the donation of Fire Engine

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

53. The organization plans to donate the fire engine to the Villa Nueva Fire Department in Guatemala, significantly enhancing its emergency response capabilities.

Firefighters Without Borders California has expressed its commitment to taking full responsibility and liability for the fire engine once the donation is completed. The donation of this reserve fire engine aligns with the City's values of supporting global humanitarian efforts and ensuring that valuable resources continue to serve communities in need.

2. Mobile Shower Truck:

WeHope, a non-profit organization that provides mobile showers and other essential services to people experiencing homelessness and underserved communities, requested the donation of the City's surplus mobile shower truck. WeHope has been a valuable partner in providing essential hygiene services. By enhancing WeHope's capacity to offer mobile showers, this sale will ensure continued and expanded access to these critical services, ultimately benefiting the health and well-being of the entire community. The truck will be used to expand their outreach efforts in San Rafael, including at the newly formed Sectioned Camping Area which will be served once a week by WeHope.

FISCAL IMPACT:

The donation of the fire engine and the sale of the mobile shower truck for \$1 is not expected to have a significant financial impact on the City. Selling the surplus shower truck for \$1 symbolizes a goodwill gesture and a strategic partnership between the City and WeHope. It reflects the City's recognition of the valuable services WeHope provides, while also ensuring that the truck is repurposed for the public good rather than sitting unused. This nominal sale price allows WeHope to maximize their resources for service delivery, ensuring that funds go directly toward expanding their hygiene services for San Rafael's vulnerable populations.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Approve the staff recommendation to declare the vehicles and equipment as surplus and authorize their sale or disposal.
2. Modify the list of surplus items and direct staff to proceed accordingly.
3. Decline to declare the vehicles and equipment as surplus, in which case they will remain in the City's inventory.

RECOMMENDED ACTION:

Declare the vehicles and equipment listed in the staff report as surplus and authorize the City Manager to sell, donate, or dispose of said vehicles as deemed necessary.

ATTACHMENTS:

1. Draft Agreement for Purchase of Mobile Shower Units and Truck
2. Draft Receipt and Hold Harmless Agreement - Fire Fighters Without Borders
3. Letter From Fire Fighter Without Borders

AGREEMENT FOR PURCHASE OF MOBILE SHOWER UNITS AND TRUCK

THIS AGREEMENT is executed on the _____ day of _____, 20__, by the CITY OF SAN RAFAEL, a chartered Municipal Corporation organized and existing under the laws of the State of California, as SELLER, and WEHOPE, a nonprofit corporation organized under the laws of the State of California, as BUYER.

RECITALS

A. SELLER is the legal owner of one 2002 Ford F-350 truck more particularly described as follows:

VIN: 1FTWW32F32EB33319; (hereafter called "Truck").

B. SELLER received the grant funds for the purpose of facilitating the implementation in Marin County of a program to provide mobile shower services to homeless and/or low-income persons throughout Marin County who do not otherwise have regular access to such amenities (the "Shower Program").

C. BUYER is a nonprofit organization called WEHOPE operating a mobile hygiene service that provides free showers to unsheltered individuals throughout the Bay Area, Marin County, and San Rafael. The organization's mission is to help people become healthy, employed and housed using innovative solutions.

D. BUYER has been operating the shower program in Marin County for the past 12 months and provides mobile hygiene services to homeless individuals in five counties and 20 cities throughout the Bay Area and Los Angeles. The BUYER is committed to being the operator of the Shower Program in Marin County.

E. BUYER acknowledges that SELLER is selling the Mobile Showers to BUYER solely for BUYER'S use in operating the Shower Program in Marin County.

NOW, THEREFORE, for in consideration for the mutual promises contained herein, and for other good and valuable consideration as set forth below, the sufficiency of which is acknowledged, SELLER hereby sells the Mobile Showers and Truck to BUYER, on the terms and with the representations set forth below.

1. Purchase Price: The full purchase price for the Mobile Showers and Truck is One Dollar (\$1.00), receipt of which is hereby acknowledged by SELLER.
2. BUYER agrees to take possession of the Mobile Showers and Truck immediately.
3. BUYER hereby grants to SELLER an option to purchase the Mobile Showers and Truck from BUYER for One Dollar (\$1.00) at any time, if the SELLER determines, in the SELLER'S sole discretion, that BUYER is not using the Mobile Showers and Truck

exclusively for the Shower Program in Marin County in cooperation with the Homelessness and Housing Department at the City of San Rafael. Such option shall be superior to the rights of any other party to purchase the Mobile Showers and Truck from BUYER. Upon delivery of the written exercise of the option and tender of the purchase price by SELLER, BUYER shall deliver the Mobile Showers and Truck to SELLER within the next three (3) business days.

4. From and after the effective date of this Agreement, and so long as BUYER owns the Mobile Showers and Truck, BUYER shall indemnify, defend, and hold harmless SELLER from and against all costs, attorney's fees, expenses, claims, obligations, and liabilities related to ownership of the Mobile Showers and Truck or BUYER'S use of the Mobile Showers

WHEREFORE, the Parties have executed this Agreement as of the date first set forth above.

THE CITY OF SAN RAFAEL, SELLER

WEHOPE, BUYER

By: _____
Cristine Alilovich, City Manager

By: _____

ATTEST:

(Printed Name of Corporate Officer)

Lindsay Lara, City Clerk

(Title of Corporate Officer)

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney

RECEIPT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between the CITY OF SAN RAFAEL, as CITY, and FIREFIGHTERS WITHOUT BORDERS-CALIFORNIA, INC., as DONEE.

RECITALS

WHEREAS, CITY is the owner of a fire engine, more particularly described as reserve fire engine 53, (the “Fire Engine”), has no need for continued use of the Fire Engine, and is willing to donate the Fire Engine to DONEE; and

WHEREAS, DONEE wishes to acquire the Fire Engine for its own purposes; and

WHEREAS, CITY has advised DONEE, and DONEE acknowledges and understands, that the Fire Engine contains or may contain materials or conditions known to be hazardous to human health; and

WHEREAS, DONEE has represented to CITY that DONEE will accept the Fire Engine in its as-is condition, without warranties or guarantees of any kind.

NOW, THEREFORE, CITY and DONEE hereby agree as follows:

AGREEMENT

1. Effective _____ (the “Effective Date”), CITY hereby donates to DONEE the Fire Engine, and DONEE hereby accepts and takes possession of the Fire Engine.
2. DONEE acknowledges that CITY has advised DONEE that the Fire Engine contains or may contain materials or conditions known to be hazardous to human health, and that CITY is not taking any steps to abate or eliminate any hazards of any kind that may exist in or arise from the Fire Engine, but rather is donating the Fire Engine in its as-is condition.
3. In consideration of CITY's donation of the Fire Engine to DONEE, DONEE agrees to accept and hereby acknowledges receipt of the Fire Engine in its as-is condition.
4. Except as specifically stated herein, CITY makes no representations or warranties to DONEE concerning the Fire Engine, including its suitability for the uses intended for it by DONEE, and from and after the Effective Date, DONEE releases CITY, and its officers, employees, agents and volunteers, from any and all expenses attributable to the Fire Engine, or liability for loss, injury or damages to the Fire Engine, or to DONEE or DONEE'

s real or personal property or to any other person or property, caused by, arising from, connected with or attributable, in whole or in part, to the Fire Engine.

5. Upon the Effective Date, DONEE shall indemnify, defend, and hold harmless CITY, and its officers, employees, agents and volunteers, from and against any and all claims or suits for damages, injury or wrongful death caused by or arising from the Fire Engine. DONEE shall further indemnify, defend, and hold harmless CITY, and its officers, employees, agents and volunteers, from and against all costs, attorney' s fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

WHEREFORE, the parties have executed this Receipt and Hold Harmless Agreement on the date first set forth above.

SELLER, CITY OF SAN RAFAEL

DONEE, FIREFIGHTERS WITHOUT BORDERS-CALIFORNIA, INC.

By: _____
CRISTINE ALILOVICH, CITY MANAGER

[Printed Name]

[Title]

[Address and Telephone Number]



Firefighters without borders California

3301 Alwahnec Way

Cool, Ca 95614

ffwboca@gmail.com

Tax ID 84-4844667

August 17th, 2024

Dear Mayor and City Council of San Rafael,

I am writing on behalf of Firefighters Without Borders California, a non-profit organization that works to provide training that focuses on Emergency Medical Services, Structural Firefighting, Wildland Firefighting, Rope Rescue Services, and Firefighter Safety and Survival in and around Central and South America. We are reaching out to request a donation of a reserve fire engine 53 from the city of San Rafael to support our mission.

Our organization relies on donations and support from the community to fund our operations and make a positive impact on those we serve. We are confident that the addition of fire engine 53 donation to our organization, which we would then donate to the Villa Nueva Fire Department in Guatemala, would greatly enhance their ability to respond to emergencies and aid those in need.

We understand that a fire engine is a valuable resource for the city of San Rafael and appreciate your consideration of this request. If you have any questions or need further information about our organization, please do not hesitate to contact us.

Thank you in advance for your consideration and the support of our mission. If we are to receive this valuable donation, Firefighters Without Borders would take on full responsibility and liability of the apparatus. We hope to hear from you soon and look forward to the opportunity to work together to make a difference in the lives of those in need.

Sincerely,

Angel Landaverde

President of Firefighters Without Borders California



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: April Miller, Public Works Director
Catherine Quffa, Library & Recreation Director**

City Manager Approval: _____

File No.: 06.01.251

TOPIC: DOWNTOWN LIBRARY RENOVATION PROJECT

SUBJECT: APPROVE PLANS, AUTHORIZE AND AWARD AGREEMENTS FOR THE CONSTRUCTION OF THE DOWNTOWN LIBRARY RENOVATION PROJECT

RECOMMENDATION:

- Approve the plans and specifications for the Downtown Library Renovation Project (also referred to as “City Project No. 11439” and “the Project”), deemed reasonable by the City Engineer, on file in the Department of Public Works.
- Award the construction agreement (the “Construction Agreement”) for the Project to Unger Construction, Co., authorize the City Manager to execute the Construction Agreement in the amount of \$1,825,000, and authorize the City Manager to amend the contract amount using contingency funds of \$275,000, for a total of \$2,100,000 for the Project.
- Authorize the City Manager to enter into a Professional Services Agreement with Unico Engineering for construction management and inspection in the amount not to exceed \$210,536.82.

BACKGROUND:

The San Rafael Downtown Public Library (“Downtown Library”) is located adjacent to City Hall and bounded by Fifth Avenue, E Street (main entrance), and Mission Avenue (1100 E. Street). The original Downtown Library opened on January 9, 1909. This Carnegie-funded library has been modified significantly with a 1960 addition and a 1976 further modification (enclosing a parking garage to become usable library space) to increase its capacity. Additional requests for capacity increase and facility upgrades have been received from the public in the years since 1976.

Growing community demand and practical need for more spacious, modern library facilities to serve the residents of San Rafael has been affirmed through numerous needs assessments, studies, and facility analyses. A [2019 Existing Facilities Report](#) of the current Downtown Library facility revealed substantial weaknesses in the areas of safety and access, building systems, and architectural issues.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

City staff are constantly exploring funding opportunities and secured approximately \$3,000,000 in funding for the Downtown Library improvements. Funding sources supporting the \$3,000,00 include \$2,000,000 in Building Forward and Targeted California State grants, and \$1,000,000 in memorial funds donated to the City for the purpose of improving library facilities.

The Project is identified and funded in the City's Fiscal Year (FY) 2023-24 Capital Improvement Program. A total of \$3,000,000 in appropriations has been provided for this project, with \$391,731 appropriated in FY 2023-24 for design and engineering services, and an additional \$2,608,269 appropriated in the FY 2024-25 budget for construction. In 2023, the City [entered into an agreement](#) with Noll & Tam Architects for architectural, engineering and interior design services for the Downtown Library Renovation Project. The design team evaluated both the 2019 Existing Facilities Report and more recent infrastructure, staff, and patron needs at the Downtown Library to develop the final project plan.

The Downtown Library Renovation Project addresses the most pressing safety and infrastructure needs, including fixing the roof, upgrading plumbing and electrical to meet code, installing a fire alarm system, accessibility improvements, repairing the heating ventilation and air conditioning (HVAC) system, and hazmat remediation, as well as minor design improvements to enhance the patron experience. While this project is critical to ensuring that the current Downtown Library building remains operational, it will not address the need for an additional, modern library space to better serve the needs of San Rafael's current and future residents.

City staff and the consultant team recommended using the "Best Value" construction procurement for the Project. Best Value selection is a common process in the construction industry and is outlined in the [Public Contract Code Section 10506.4-10](#). This method of selection was recommended to produce high-quality contractors to work on this highly complex historical building restoration on a tight schedule and within budget. [San Rafael Municipal Code Section 11.50.090](#) provides exceptions to awarding contractors outside of low bid. This includes is the work is a highly specialized nature. This method of selection was also successfully used to deliver other highly specialized projects from Essential Facilities Phase 1 projects on time and within budget.

ANALYSIS:

The project was advertised as a "best value" construction procurement on June 3, 2024. The best value approach includes a two-step selection process where the proposers are first evaluated on their qualifications, firm experience, and strength of the team being proposed. The second step is where the most qualified firms are then invited to submit proposals. Six firms expressed interest in the project and submitted statements of qualifications, and four firms were shortlisted and were asked to provide cost proposals for the Downtown Library Renovation Project. On August 9, 2024, the City received four proposals from qualified firms.

Unger Construction, Co., with a proposal in the amount of \$1,825,000, was determined to be the best value to the City of San Rafael. The Department of Public Works reviewed their bid documents and found them to be compliant and complete.

City staff recommends awarding the construction agreement to Unger Construction, Co. for the bid amount and recommends the City Council authorize a construction contingency of \$275,000, approximately 15%, for a total of \$2,100,000 for the Project. Staff does not anticipate major scope changes for the Project; however, the contingency will provide some financial assurance for unforeseen

conditions. The Public Works Director would be authorized to issue any change order to the contract within the total contingency amount. The construction agreement is attached (Attachment 1) and in a form approved by the City Attorney.

The City also requested proposals from construction management firms listed on the City's service level agreement on-call list for these services. Due to the quick turnaround, firm availability, and type of construction, the City only received one proposal for this immediate need. Unico Engineering provided the City with a proposal and scope of work to provide construction management and inspection services throughout the duration of construction. The City negotiated the scope of work to reduce the cost and scope by supplementing daily inspections with existing City staff. In addition, the City compared rates and fees with other recent construction management proposals and has deemed the proposal responsive and responsible. Staff recommends awarding the professional services agreement (Attachment 2) for construction management services to Unico Engineering for \$210,536.82.

ENVIRONMENTAL DETERMINATION:

Staff reviewed the scope of work necessary for the Downtown Library Modernization Project and determined that it qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines, Section 15301 for Existing Facilities. The key consideration to obtain a categorical exemption is that the project involves negligible or no expansion of use. Qualifying examples that are in line with the scope of the Downtown Library Modernization project include, but are not limited to, alterations of existing public structures, facilities, mechanical equipment, plumbing, and such. Therefore, staff intend to obtain a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines, Section 15301 for Existing Facilities, during the design phase of the project.

COMMUNITY OUTREACH:

The preliminary designs for this project were presented to the Library Board of Trustees at their regularly scheduled meeting on [July 11, 2023](#). The final designs were presented to the Library Board at their meeting on [May 14, 2024](#). Feedback from those meetings has been integrated into the final project plan. The feedback included the importance of service desks in the lobby and children's room, staff sightlines to the front door, additional public restrooms, maintaining a physical barrier between the lobby and children's room, and flexible furniture and shelving to allow for a more diverse range of programs and services. Additionally, staff have notified the public about this project and related impacts through the City Library's [website](#), a press release, newsletters, signage, and social media.

FISCAL IMPACT: The recommendation in this staff report would result in committing costs totaling \$2,310,536.82. This includes \$2,100,000 for construction and \$210,536.82 for construction management services. Funding to support these agreements is included in the adopted FY 2024-25 Capital Improvement Program budget through appropriations within the Library Fund (214) – Downtown Library Modernization Project.

OPTIONS:

1. Award all agreements as recommended and approve the plans and specifications for the Project.
2. Do not award the contract and provide further direction to staff. This option will severely delay this project and likely result in the loss of grant funds.

RECOMMENDED ACTION:

- Approve the plans and specifications for the Downtown Library Renovation Project deemed reasonable by the City Engineer, on file in the Department of Public Works.
- Award the construction agreement for the Project to Unger Construction, Co., authorize the City manager to execute the construction agreement in the amount of \$1,825,000, and authorize the City Manager to amend the contract amount using contingency funds of \$275,000, for a total of \$2,100,000 for the Project.
- Authorize the City Manager to enter into a Professional Services Agreement with Unico Engineering for construction management and inspection in the amount not to exceed \$210,536.82.

ATTACHMENTS:

1. Draft Formal Construction Contract with Unger Construction, Co.
2. Draft Professional Services Agreement with Unico Engineering

Contract

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and Unger Construction Co. ("Contractor"), for work on the Downtown Library Renovation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$1,825,000 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 230 working days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,500 per day for each day of unexcused delay in achieving

Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City of San Rafael
Department of Public Works
111 Morphew Street
San Rafael, CA 94901
415-485-3078
Attn: Catherine Quffa, Library and Recreation Director

Catherine.quffa@cityofsanrafael.org

Contractor:

Name: Unger Construction Co.
Address: 910 X Street
City/State/Zip: Sacramento, CA 95818
Phone: (916)803-3300
Attn: Jason W. Tabacco
Email: jtabacco@ungerconstruction.com

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Marin County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Marin County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____
CRISTINE ALILOVICH, City Manager

s/ _____
ROBERT F. EPSTEIN, City Attorney

Date: _____

Date: _____

Attest:

s/ _____
LINDSAY LARA, City Clerk

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Exhibit A

BID PROPOSAL – R1 DOWNTOWN LIBRARY RENOVATION PROJECT

Unger Construction Co. _____ (“Bidder”) hereby submits this Bid Proposal to the City of San Rafael (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price (“Base Bid”):

ITEM	DESCRIPTION	BID PRICE
1.	Base bid: All work for the Downtown Library Renovation based on the Contract Documents	\$ 1,795,000.00
2.	ALLOWANCE: Owner Controlled allowance for Hazardous Materials Abatement, if needed. If Abatement is needed, the schedule will be extended by 8 Calendar days to perform the work.	\$ 30,000.00
GRAND TOTAL BASE BID PRICE (Add Items 1 + 2):		\$ 1,825,000.00

Grand Total Base Bid Price \$ One Million, Eight Hundred Twenty-five Thousand Dollars
(Words)

- 1.1 **Bid Alternates.** Bidder submits the following prices for the specified bid alternates (if applicable):

ITEM	DESCRIPTION	BID PRICE
Deductive Alternate No. 1	Build out of Meeting Room 011 and Storage Room 012, cold shell only.	\$5,670.00
Deductive Alternate No. 2	Existing lighting and mechanical ducts to remain at first floor Carnegie. Office 17 and Meeting Room 011 to still include mechanical work shown on drawings.	\$32,561.00
Deductive Alternate No. 3	Replacement of floor and wall finishes at existing restrooms 109 and 217	\$36,930.00

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>07/19/2024</u>	#03	<u>08/06/2024</u>
#02	<u>07/29/2024</u>	#04	_____

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
 - 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
 - 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - 4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
 - 4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):
- A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.
 - A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on August 9th, 2024.

sl Jason W. Tabacco
sl Katherine Sherry
[See Section 3 of Instructions to Bidders]
Unger Construction Co.
Company Name
910 X ST
Address
Sacramento, CA 95818
City, State, Zip
Jason W. Tabacco
Contact Name

Jason W. Tabacco, Vice President
Name and Title
Katherine Sherry, Vice President
Name and Title
301690, 10/31/2024, Class B
License #, Expiration Date, and Classification
C0728479 (PWCR #1000003245)
DIR Registration #
(916) 803-3300
Phone
jtabacco@ungerconstruction.com
Contact Email

END OF BID PROPOSAL

Payment Bond

The City of San Rafael ("City") and Unger Construction Co. ("Contractor") have entered into a contract for work on the Downtown Library Renovation Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Marin County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

ROBERT F. EPSTEIN, City Attorney

Date

END OF PAYMENT BOND

Performance Bond

The City of San Rafael ("City") and Unger Construction Co. ("Contractor") have entered into a contract for work on the Downtown Library Renovation Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____

Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Marin County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

ROBERT F. EPSTEIN, City Attorney

Date

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of San Rafael and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and

conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the

superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City

may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely

performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components

requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or

defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each

executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) **Commercial General Liability ("CGL") Insurance:** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general

liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance*: The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability*: The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance*: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance*: The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice**. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation**. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements**. The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts

to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule**. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance**. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting**. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights**. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times**. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay**. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-

efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

- (1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
- (2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
- (4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be

approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor

must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as

determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use

the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be

assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring,

sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws

governing discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at:
<ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf>.

Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.
- (A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.
- (B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.
- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.
- (A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.
- (B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (f) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept

the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been

rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately

responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt

payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost

opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
UNICO ENGINEERING INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN
LIBRARY RENOVATION PROJECT**

This Agreement is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "CITY"), and UNICO ENGINEERING INC., a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. CITY desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and

B. CONSULTANT represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of CITY; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. SERVICES TO BE PROVIDED.

Except as otherwise may be expressly specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by CITY at its sole risk and expense. Services to be provided to CITY are more fully described in Exhibit A entitled "SCOPE OF SERVICES." CONSULTANT acknowledges that the execution of this Agreement by CITY is predicated upon representations made by CONSULTANT in that certain proposal, dated August 20, 2024 ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. COMPENSATION.

In consideration for CONSULTANT's complete performance of Services, CITY shall pay CONSULTANT for all materials provided and services rendered by CONSULTANT at the unit

rates and rates per hour for labor, as set forth in Exhibit A, for a total amount not to exceed \$210,536.82

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on March 1, 2026.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Andrew Powell, Junior Engineer, is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Cesar Montes de Oca is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY's** Project Manager:

Andrew Powell, Junior Engineer
111 Morphew Street
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Cesar Montes de Oca
110 Blue Ravine Rd #101
Folsom, CA 95630

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance,

agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONSULTANT:

CRISTINE ALILOVICH, City Manager



Cesar Montes de Oca (Sep 10, 2024 16:43 EDT)

APPROVED AS TO FORM:
Office of the City Attorney

By: UNICO Engineering

Name: Cesar Montes de Oca

Title: President

By: ROBERT F. EPSTEIN,
City Attorney

[If CONSULTANT is a corporation, add signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

August 20, 2024

Exhibit A

April Miller | Director of Public Works
City of San Rafael | Department of Public Works
1400 Fifth Avenue
San Rafael, CA 94901

Subject: Proposal to Provide Construction Management Services for Downtown Library Renovation Project

Dear Ms. Miller,

Thank you for the opportunity to provide a proposal for construction management services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have confirmed that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion.

As the President of UNICO, I am authorized to bind the company into a contract with the City and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. Principal in Charge, Carlos Melendez, is also available to answer questions and can be reached at 510.385.0506 or via email at cmelendez@unicoengineering.com. We look forward to working with the City on this project.

Sincerely,
UNICO Engineering, Inc.



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

The City of San Rafael plans to renovate the Downtown Library. Funding will come from two California State Library grants.

The project has a duration of 192 calendar days with construction scheduled to begin in September 2024. The project scope includes selective demolition to the existing building interior; construction/installation of new interior walls, doors, interior glazing, ceilings, and finishes; compliance with current life safety codes; installation of an interior lift; and modifications to building systems (HVAC, electrical, lighting, telecommunications, audio/visual, and plumbing).

The project will conform to the 2022 California Building Codes.

SCOPE OF WORK

Listed below is our approach and procedures broken down by tasks for the typical CM scope items that will be used to successfully manage this project.

TASK 1: PRE-CONSTRUCTION SERVICES

During the first few weeks of the project, UNICO will:

- Meet with project stakeholders to clearly define project expectations, goals, team roles, responsibilities and procedures for how we will accomplish those goals.
- Complete a detailed site investigation to document existing conditions.
- Review the contract documents (plans and specifications), City Standards, and applicable building codes.
- Review the Contractor's Schedule of Values.
- Review and analyze the Contractor's baseline schedule.
- Coordinate with the City and establish a project filing system to organize electronic files and hard copies for project documents.
- Schedule, coordinate, and conduct the pre-construction meeting. Meeting attendees will include staff from the City, Contractor, UNICO, and Architect. UNICO will prepare and distribute the meeting agenda and minutes.
- Develop the logs to be used to verify and document that project requirements are completed. These include: submittal log to identify required submittals and highlight time sensitive submittals; a testing and special inspections log to list required materials testing and special inspections; an issues/potential change order log to document issues/potential changes to the contract; a contract change order log to document official changes to the contract; and a closeout log to list items required to successfully close out the project.

Schedule Management

Prior to the pre-construction meeting, UNICO will request a draft baseline schedule from the Contractor. We will review and analyze the draft baseline schedule for conformance with the contract documents. The review of the Contractor's baseline schedule includes a detailed review of activity logic, duration, level of detail, inclusion of long-lead procurement

items, and contract restrictions. Once the draft baseline schedule is established and approved, copies will be distributed to project stakeholders.

Deliverables: *Preconstruction meeting agenda and minutes*
Electronic Project Files Index

TASK 2: CONSTRUCTION MANAGEMENT SERVICES

Communication and Coordination

UNICO will prepare monthly reports to document project status and pertinent project issues. Reports will be sent to the City and project stakeholders. We will act as the liaison between the City, Contractor, design team, and project stakeholders to provide effective and timely communications.

We will collaborate with the City, City's vendors, Library staff, and the Contractor on OFOI and OFCI items to confirm that equipment is ordered, delivered, and installed without impacting the construction schedule. We will work with the City and Library staff to develop a post-construction move schedule.

UNICO will coordinate with the Contractor to verify necessary permits and inspections are obtained and scheduled with Building Department and Sanitary District.

Meetings

UNICO will organize, plan, and chair the pre-construction meeting, weekly progress meetings, and various coordination meetings as necessary to facilitate project communication and success. Weekly progress meetings will be used to coordinate and report on work progress, including the status of submittals, RFIs, change orders, potential change orders, and if applicable, safety concerns. The meetings will also be used as a tool to identify specific tasks necessary for project success and identify who will be responsible for completing those tasks. After the weekly meetings, we will follow up with project team members to encourage them to complete the commitments and facilitate timely resolution of issues. We will generate logs of RFIs, submittals, and proposed change orders for review at the weekly meetings.

Submittal Management

UNICO will review the specifications in detail and generate a comprehensive log of required submittals, including shop drawings. This log will be reviewed with the Contractor and submittals prioritized based on lead times and when they are needed in the field. As submittals come in, we will review them for conformance with the contract documents and actual site conditions. Submittal status reports will be generated regularly, reviewed in the weekly progress meetings, and outstanding items followed-up on.

Progress Payment Requests

During the last few days of each month, UNICO will schedule a time to walk the project with the Contractor and review the information in their draft progress payment application, including their proposed percent complete of Schedule of Values line items. After agreement is reached on the quantity of work complete to date, the Contractor will transmit their pay application, along with an updated construction schedule and any necessary substantiating data, such as Conditional and Unconditional lien releases. We will review this information for accuracy and completeness. If acceptable, we will then make a recommendation for the City's approval and payment. We will also collect and review other monthly contract requirements at this time, such as updated project as-built plans and any required reports.

On a monthly basis, we will conduct an earned value analysis to confirm that the project is within budget and on schedule. We will recommend actions to take if the project progress is not in agreement with the budget or schedule.

Request for Information (RFI)

When an RFI is submitted by the Contractor, UNICO will review it for completeness and verify that the necessary information, such as detail and plan references, is present. We will review the contract documents and confirm that the RFI is a legitimate request, and that the information is not already identified in the contract documents. If it will help to clarify the issue, we will attach a picture or sketch to assist the design team to visualize the issue/concern. Once submitted to the design team, we will track the progress of RFIs and follow-up with the reviewer regularly to expedite resolution. Timely response to Contractor questions is critical to project success and claims mitigation.

Change Orders

UNICO will work closely with the City's Project Manager, design team, and the Contractor to proactively seek agreement on the cost and schedule impacts of contract change orders. We will diligently observe and follow the City of San Rafael's guidelines for processing contract change orders. Typical procedures include:

- First, we will verify the work involved is not part of the original contract scope.
- Once it is determined the work is outside the scope of the contract, we will validate the addition is justified. The potential change orders will be logged. Potential change orders will be monitored and discussed at weekly progress meetings until they are settled.
- Once it is determined the proposed change order is justified, we will perform a detailed estimate and time impact analysis, if applicable. We will document the proposed change order and provide a written justification to the City to review and approve.
- We will develop negotiation strategies for every proposed change order and present these findings/strategies to the City's Project Manager.
- We will assist in negotiating the change orders.
- Once negotiated, we will prepare the applicable change order documents, track, and route them for necessary signatures. The fully executed change orders will be logged.

Project Records

UNICO will prepare, organize, and maintain project records. We will utilize ShareFile to store the project documents and allow easy access to authorized project team members. Electronic copies of RFIs, submittals, meeting minutes, change orders, correction notices, daily reports, photos, and weekly statement of working days will be stored in ShareFile. We will coordinate with the City and establish a project filing system to organize electronic files and hard copies of project documents. At project closeout, we will provide the City a digital copy of the project documents in electronic format in addition to the hard copy files.

Schedule Management

UNICO will verify the Contractor's monthly schedule update accurately reflects project status. At the weekly meetings, we will utilize the Contractor's 3-week look ahead schedule for a more granular view of the overall project schedule and as a tool to provide a level of planning and coordination for the immediate future.

Construction Inspection

It is understood that City staff will perform construction inspection duties, including monitoring the Contractor's performance, coordinating with the City's Building Department inspectors, and performing quality assurance inspections to confirm the project is constructed in accordance with the contract documents and manufacturer's recommendations. Whenever force account work is performed, City staff will document work activities, workforce, and materials used.

The City will provide staff to prepare the daily reports that will record details about site conditions, visitors, Contractor personnel and subcontractors on site, applicable equipment used, work activities started, completed or in progress, activities scheduled but not started/completed, inspections and tests completed, delays, disruptions, and issues.

UNICO will coordinate with City staff to log and maintain project files inclusive of daily reports.

Photo Log

The City will provide staff to take photos/videos of the project site throughout construction to provide visual records of the project conditions, including pre-existing conditions, construction activities/equipment, construction sequencing, unsafe project conditions requiring corrective action, and the final constructed condition. City staff will take photos of specific materials or equipment to document compliance with the contract documents and approved submittals.

Issues Management and Claims Mitigation

An issue is any occurrence that may have an impact on project cost, time, or deliverables. Issues are given a tracking number and are logged as a potential change order. Following the identification of an issue, UNICO will track it closely and document the details with photos, correspondence, and City inspector reports. The potential change order log will be printed weekly and will be discussed at the weekly meeting. Any open issues will be followed up on to resolve them as quickly as possible. We will investigate and work to resolve any potential claims.

Compliance

UNICO will collect certified payroll reports from the Contractor each month as part of the monthly pay application process. We will also spot check these submissions for accuracy and completeness. We will perform employee interviews to confirm the employees are receiving the required prevailing wage.

UNICO will coordinate with City staff to confirm that the Contractor posts the required posters, notices, wage determinations, etc. at the job site.

UNICO will promptly notify the Contractor, in writing, concerning any observed variances to the contract requirements. We will develop a Correction Notice form and log, to formally notify the Contractor of any scope of work that is not in compliance with the contract documents and track its correction.

We will prepare weekly statements of working days to keep the Contractor on notice regarding the number of working days they have to complete the project, and the point at which liquidated damages will be assessed.

Safety

Prior to the commencement of any work, UNICO will confirm that the Contractor has submitted a copy of their safety plan. The safety plan should be comprehensive and tailored to the specifics of this project. During construction, we will monitor the jobsite and identify potential safety issues. If there is an immediate safety hazard to a worker or the public, we will take immediate action to halt the unsafe act or make the situation safe. If we become aware that the Contractor is not following their safety plan, we will bring it to their attention through verbal and written correspondence, and notify the City. If the situation is not immediately rectified, we will collaborate with the City on what course of action should be taken. We will report any safety incidents to the appropriate parties.

Deliverables: *Logs, including submittal log, testing and special inspections log, issues/potential change order log, contract change order log, and closeout log, Weekly meeting agendas and minutes Processed submittals*

*Weekly statement of working days
 Quantity sheets and progress payment recommendations
 Change orders and supporting memorandums
 Monthly status reports*

TASK 3: POST-CONSTRUCTION SERVICES

Project Closeout

Well in advance of substantial completion, as various areas, rooms, or systems are progressing, UNICO will utilize our logs and check lists, to inform the Contractor as to what items are complete and what items are outstanding, including materials testing and special inspection requirements. We will discuss these outstanding requirements in weekly progress meetings and track Contractor progress towards completing them.

When the scope of work is nearing substantial completion, we will develop a preliminary punch list for the Contractor to begin addressing. We will schedule a meeting with the design team and applicable City representatives for a formal punch list inspection. We will incorporate outstanding items from the preliminary punch list along with the items from the City/design team walk into a formal punch list. We will follow-up on the completion of those items by the Contractor in a timely manner.

At the conclusion of the project, we will review as-built drawings for completeness. Electronic and physical hard copies of the project files will be turned over to the City for their archives.

Deliverables: *Electronic files and physical hard copies of as-built drawings and project files*

TASK 4: MATERIALS TESTING AND SPECIAL INSPECTION

This scope or cost proposal does not include materials testing and special inspection. UNICO will coordinate with the City to schedule and facilitate any required testing. Material testing reports will be collected and maintained in the project documentation. The City may request that materials testing and special inspection be added to this contract scope.

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES.....	\$13,863.83
TASK 2: CONSTRUCTION MANAGEMENT SERVICES.....	\$178,843.36
TASK 3: POST-CONSTRUCTION SERVICES.....	\$17,829.63
TOTAL.....	\$210,536.82

A cost breakdown is attached.



1485 Civic Court, Suite 1500
 Concord, CA 94520
 916-900-6623

City of San Rafael
Downtown Library Renovation Project
Cost Proposal

UNICO Engineering						
		Carlos Melendez Principal in Charge	Brian Balbas Construction Manager	Madelein Mignola Office Engineer	Construction Inspector (PW)	
Direct Labor Rate		\$95.00	\$90.00	\$36.06	\$65.00	
Overhead Rate		149.95%				
Fee		10%				
Bill Rate		\$261.20	\$247.45	\$99.15	\$178.71	
Task #	Task Description	Hours				Totals
1	Pre-Construction Services		40	40		\$ 13,863.83
2	Construction Management Services		516	516		\$ 178,843.36
3	Post-Construction Services		40	80		\$ 17,829.63
4	Materials Testing Services					\$ -
		0	596	636	0	\$ 210,536.82

Other Direct Costs	Totals
	\$ -
ODC Subtotal	\$ -

\$ 210,536.82

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.






PSA - Unico Eng - Construction Mgmt for Downtown Library

Final Audit Report

2024-09-10

Created:	2024-09-10
By:	Shannon Mackle (shannon.mackle@cityofsanrafael.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANbxKgJ7NomaQeCdnVnRmsillEYphdUXV

"PSA - Unico Eng - Construction Mgmt for Downtown Library" History

-  Document created by Shannon Mackle (shannon.mackle@cityofsanrafael.org)
2024-09-10 - 8:28:41 PM GMT- IP address: 199.88.89.34
-  Document emailed to Cesar Montes de Oca (cesar@unicoengineering.com) for signature
2024-09-10 - 8:31:33 PM GMT
-  Email viewed by Cesar Montes de Oca (cesar@unicoengineering.com)
2024-09-10 - 8:42:58 PM GMT- IP address: 104.28.39.141
-  Document e-signed by Cesar Montes de Oca (cesar@unicoengineering.com)
Signature Date: 2024-09-10 - 8:43:43 PM GMT - Time Source: server- IP address: 166.198.157.12
-  Agreement completed.
2024-09-10 - 8:43:43 PM GMT

and on January 25, 2023, MTC adopted the ATP Cycle 6 program of projects, which included the Canal Active Transportation Experience Improvements Project. The State approved the City's entire grant request for \$4,123,000 as part of the ATP Cycle 6A.

In June 2024, the City received a letter from Caltrans confirming the allocation of State funds from ATP for \$158,000 for the preliminary engineering phase of the Project. A resolution stating the authorized signee for the Program Supplement Agreement with Caltrans and an executed Program Supplement Agreement are required to receive ATP funds. Future ATP grant fund allocations for the design and construction phases will occur following the completion of the preliminary engineering phase.

COMMUNITY OUTREACH:

Outreach for the Project has been conducted largely through the [2022 Community-Based Transportation Plan](#). Engagement included coordination with a Technical Advisory Committee and a resident Stakeholder Committee, two surveys, a series of focus groups, and a Community Open House. Key issues highlighted by the community included: access to locations immediately surrounding the Canal neighborhood, safety and comfort, difficulties for pedestrian travel within the Canal neighborhood, and transit access between the Canal neighborhood and other locations in the Bay Area.

The City of San Rafael will continue to coordinate with community-based organizations including, the Canal Alliance and Voces del Canal, San Rafael City Schools District, transit agencies, Safer Routes to Schools, Bicycle and Pedestrian Committee, and community members to seek their input on the Project.

ENVIRONMENTAL DETERMINATION:

This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that the action does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The required CEQA review and clearance will be conducted as part of the preliminary engineering and environmental planning phase of design.

FISCAL IMPACT:

If the City Council adopts this resolution, the City would be able to receive and use \$158,000 in ATP funds for the preliminary engineering phase of the Project. The Canal Active Transportation Experience Improvements Project (City Project Number 11446) was identified in the Fiscal Year 2024-25 Capital Improvement Program. Appropriations totaling \$197,000 for the preliminary engineering phase of the Project were included in the Fiscal Year 2024-25 Budget (Gas Tax Fund - #206) approved by the City Council on [June 17, 2024](#). These appropriations included the \$158,000 in ATP funds and an additional \$39,000 in local match funds.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution as recommended.
2. Do not adopt the resolution and provide direction to staff.

RECOMMENDED ACTION:

Adopt a resolution approving and authorizing the City Manager to execute a Program Supplement Agreement with the California Department of Transportation (Caltrans) for \$158,000 in Active Transportation Program (ATP) funds for the Canal Active Transportation Experience Improvements Project.

ATTACHMENTS:

1. Resolution to execute Program Supplement Agreement with Caltrans
2. Exhibit A to the Resolution – Administering Agency - State Agreement

PROGRAM SUPPLEMENT NO. 00000A683
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 04-5043S21

Adv. Project ID 0424000421
Date: August 20, 2024
Location: 04-MRN-0-SRF
Project Number: ATPL-5043(047)
E.A. Number:
Locode: 5043

This Program Supplement, effective 06/28/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5043S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/31/2023 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: The Canal neighborhood in San Rafael bounded by I-580, Hwy 101, Bellam Blvd and the San Rafael Creek

TYPE OF WORK: Pedestrian enhancements, bicycle blvd treatments & transit upgrades on 20 streets in the Canal area
LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$197,000.00		\$158,000.00	\$39,000.00		\$0.00

CITY OF SAN RAFAEL

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 08/27/2024

\$158,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

City of San Rafael
Proclamation In Recognition of
UNITED AGAINST HATE WEEK 2024
AND SUPPORT FOR NOT IN OUR TOWN

- WHEREAS, we hereby issue this proclamation to publicly condemn bias and hate in all forms and reaffirm our community values of respect, inclusivity, civility and equity for all, and urge every organization in our community to stand with us; and
- WHEREAS, it has become all too common to see, hear, and witness racist, xenophobic, antisemitic, sexist, homophobic, Islamophobic, and other hateful acts in this country; and
- WHEREAS, deep divisions within our country are the result of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and
- WHEREAS, the Constitution enshrines equality on all individuals regardless of race, gender, sexual orientation and expression, religion, disability, socio-economic status, education, language, or political views; and
- WHEREAS, the City of San Rafael is committed to addressing equity, inclusivity and belonging in housing, criminal justice, health care, employment, education, and all other aspects of our community; and
- WHEREAS, each of us has a role to play in stopping hate and creating safe, inclusive communities and schools for everyone in our City; and
- WHEREAS, we seek to join other communities across the country in bridging divisions and strengthening our communities; and
- WHEREAS, the City of San Rafael wishes to support Not In Our Town, a leading anti-hate organization that serves hundreds of schools and communities across the country who stand against all forms of prejudice and works to build bridges to foster inclusion and equity; and
- WHEREAS, together, our community can stand united against hate not just this week, but every day.

NOW, THEREFORE, I, Kate Colin, Mayor of San Rafael, do hereby proclaim September 21 through September 27, 2024, as United Against Hate Week in the City of San Rafael and pledge the City's full support of the San Rafael chapter of Not in Our Town.



Kate Colin
Mayor



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 6.a

Meeting Date: September 16, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

**Prepared by: Paul Navazio,
Finance Director**

City Manager Approval: _____

TOPIC: PROPOSED UPDATE TO MASTER FEE SCHEDULE

SUBJECT: RESOLUTION AUTHORIZING AN UPDATE TO THE CITY'S MASTER FEE SCHEDULE

RECOMMENDATION:

Adopt a resolution authorizing an update to the City's Master Fee Schedule.

EXECUTIVE SUMMARY:

This report provides a summary of the proposed update to the City's Master Fee Schedule. This report has been prepared for the City Council to consider fee increases above the automatic Consumers' Price Index (CPI) based adjustment of 2.37% per year for selected programs and services, as required to meet target cost-recovery levels (primarily in the area of recreation programming), as well as consideration of increasing the target cost-recovery level (primarily related to ambulance transport fees). Staff has proposed other adjustments to the Master Fee Schedule to align fee structures with current program and service offerings as well as the elimination of outdated and obsolete fees.

Exhibit A (Attachment 2) provides a "clean copy" of the fiscal year (FY) 2024-25 Master Fee Schedule, consistent with the recommendations included in this report. Attachment 3 provides a redline version of the proposed revisions to the Master Fee Schedule document.

BACKGROUND:

Fee schedule updates are intended to ensure that the City operates sustainably and recovers costs for programs and services, including plan review, building and fire inspections, and use of the public right-of-way. State law, including [Propositions 26](#) and [218](#), provide explicit guidance and restrictions on allowable rates, which are capped at 100% cost-recovery for most fees. Some fees included in the Master

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

Fee Schedule are set below the level required for full cost-recovery, typically in cases when the program or services is deemed a public benefit.

In [December 2022](#), following a comprehensive rate study, the City Council adopted Resolution 15178 authorizing updates to its Master Fee Schedule. Furthermore, the adopted resolution authorizes annual fee increases, based on annual increases in the San Francisco-Oakland-Hayward All Urban Consumers' Price Index (CPI-U), not to exceed 3.0% per year. As authorized under Resolution 15178, automatic CPI-based fee increases took effect as follows:

- Childcare Fees – August 2023 (Concurrent with the start of the 2023-24 school year)
- Recreation Fees – January 1, 2024
- All Other Fees – July 1, 2024

Following the adoption of the Fiscal Year (FY) 2024-25 budget (approved on [June 17, 2024](#)) staff has undertaken a review of fees included in the Master Fee Schedule to identify fees where built-in CPI-based annual increases were insufficient to maintain target cost-recovery levels. Specifically, the February-to-February increase in the referenced CPI was 2.37%. By comparison, costs associated with a host of City programs increased by more than the rate of inflation, largely due to personnel cost increases resulting from negotiated labor agreements with the City's represented and unrepresented bargaining groups.

Revisions to the City of San Rafael's Master Fee Schedule fall within two specific categories summarized in the section below.

Master Fee Schedule revisions requiring formal City Council action:

- Proposed fee increases that exceed the authorized CPI-based adjustment
- New fees recommended to be added to the Master Fee Schedule

Master Fee Schedule revisions that do not require City Council action:

- Fees where no change is proposed
- Fees being increased consistent with the pre-approved CPI-based adjustment (2.37%, rounded to the nearest dollar)
- Fees being eliminated (where City no longer provides a specific service)

While most of the actions contained in this report, are authorized by the City Council under Resolution 15178, this report and resolution provides for a comprehensive update City's Master Fee Schedule for FY 2024-25.

ANALYSIS:

This section of the report provides a summary of changes being proposed as part of the FY 2024-25 update to the City's Master Fee Schedule.

Categories Where Only CPI-Based Fee Increases are Proposed

Currently, staff recommends CPI-based updates to the following fee categories:

- Mechanical Permit
- Plumbing Permit
- Electrical Permit

Categories Where No Fee Increases are Proposed

Staff does not recommend any changes or increases to the following fee categories:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

- Library Service
- Administrative Citation
- Sewer and Drainage

Child Care Program Fees

Since adoption of the FY 2024-25 budget, the City Council has adjusted fees supporting the City's Child Care Program. At the City Council meeting of [July 15, 2024](#), the City Council approved fee increases of 9.0% for the 2024-25 school year. This level of fee increase was required to maintain full-cost recovery for these programs. Therefore, no increases to Child Care Program Fees are recommended at this time.

General Service Fees

Master Fee Schedule revisions within the category of General Services are limited to fees where no change is proposed, increases consistent with CPI-based adjustments, and elimination of fees for services no longer provided by the City.

Please refer to Attachment 3, pages 1-2, for proposed revisions to this section.

Police Service Fees

Master Fee Schedule revisions within the category of Police Services include fees where no change is proposed, increases consistent with CPI-based adjustments, modifications to fee descriptions, elimination of fees for services no longer provided, and establishment of new fee categories under the "Response Services Category" which includes alarm permits and fees for false alarms. The Driving under the Influence (DUI) Collision Restitution Fee has been updated in accordance with Government Code Section 53155 to \$12,000.

- False Alarm Response Fees are being updated to reduce the one-time Alarm Registration Fee (from \$74 to \$20) and restructure the fee schedule for responding to false alarms (within a 12 month period) from the existing fee of \$140 for "3 or more" to a graduated fee schedule from "1st response" (\$50), and increasing by \$50 for each subsequent response, capped at \$250 for "5 or more" responses to false alarms.
- Driving Under the Influence (DUI) Collision Restitution Fee is being updated to reflect change in state law that provides for a maximum restitution amount from \$1,300 to \$12,000 (per Government Code Sect. 53155).

Please refer to Attachment 3, pages 3-4, for proposed revisions to this section.

Fire Service Fees

Master Fee Schedule revisions within the category of Fire Services include fees where increases are proposed, across-the-board, consistent with CPI-based adjustments, and the elimination of fees for services no longer provided.

In addition, the Fire Department is recommending increases in the fees charged for Emergency Medical Services to reflect a) increased costs related to personnel costs, and b) increasing the target cost-recovery level from 55% to 75%, based on comparative rates charged by other fire agencies within the Bay Area providing transport services. These fees have remained unchanged since June 2020.

Please refer to Attachment 3, pages 6-8, for proposed revisions to this section.

Planning Service Fees

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

Master Fee Schedule revisions within the category of Planning Services include fees where increases are proposed, across-the-board, consistent with CPI-based adjustments, modifications to fee descriptions, elimination of fees for services no longer provided, and codification in the Master Fee Schedule of fees that have been implemented related to Streamlined Housing Development applications pursuant of City [Ordinance No. 2013](#).

- Streamlined Housing Development Fees, authorized pursuant to Ordinance No, 2013 are being added to the Master Fee Schedule. These fees have been in place and were established consistent with cost-recovery levels for similar type planning process/activities:

	<u>Cost Recovery</u>	<u>Fee</u>
○ SB 330 Preliminary Application	100%	\$ 2,135
○ SB 9 Housing Development Application	100%	\$ 5,733
○ SB 9 Lot Split	100%	\$13,776
○ SB35 Housing Development Application	100%	\$15,511

Please refer to Attachment 3, pages 9-10, for proposed revisions to this section.

Building and Safety Service Fees

Master Fee Schedule revisions within the category of Building and Safety Services include fees where increases are proposed, across-the-board, consistent with CPI-based adjustments, modifications to fee descriptions, and the clarification that Massage Establishment Operator Permits fees are applied to each location.

In addition, issuance of massage-related permits has been transferred from the Police to Building and Safety Services, so the fees reflect the fully burdened hourly rate for these positions versus those of police officers.

Please refer to Attachment 3, pages 11-12, for proposed revisions to this section.

Public Works Service Fees

Master Fee Schedule revisions within the category of Public Works Services include fees where increases are proposed, across-the-board, consistent with CPI-based adjustments, modifications to fee descriptions, and the elimination of fees where the specific service is no longer provided.

In addition, staff is proposing establishing fee categories for Special Events set-up and traffic control, to be billed based on actual costs to provide for full-cost recovery. (Note: staff is currently assessing how fees will be applied/discounted for City-sponsored events, in recognition of the public benefit associated with selected events).

Please refer to Attachment 3, pages 19-20, for proposed revisions to this section.

Recreation Fees

Master Fee Schedule updates related to recreation fees are proposed to be increased based on a review of program costs in relation to cost-recovery targets, along with an analysis of comparable rates charged within the market.

In general, staff are recommending a 5% increase based on an analysis of comparable market fees and current cost recovery levels. However, for the Falkirk Cultural Center and aquatics fees, staff are recommending a higher increase. In those areas, current fees are much farther behind the market when we compare our rates to neighboring jurisdictions. Additionally, staff's cost recovery analysis for these fees showed that a CPI level adjustment would be insufficient to achieve cost recovery. The proposed

3. Direct staff to return to the City Council with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt a resolution authorizing an update to the City's Master Fee Schedule.

ATTACHMENTS:

1. Resolution Authorizing FY 2024-25 Updates to the Master Fee Schedule
2. Exhibit A – Clean Copy of Proposed Adjustments to Master Fee Schedule (for publication)
3. Red-Line Copy of FY 2024-25 Master Fee Schedule
4. Summary of Recreation Program Fee Adjustments

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AN UPDATE TO THE CITY'S MASTER FEE SCHEDULE

WHEREAS, in December 2022, following a comprehensive rate study, the City Council adopted Resolution 15178, a resolution authorizing updates to its Master Fee Schedule; and

WHEREAS, the Resolution No. 15178 authorizes annual fee increases, based on annual increases in the San Francisco-Oakland-Hayward All Urban Consumers' Price Index (CPI-U), not to exceed 3.0% per year; and

WHEREAS, an increase in fees for various City programs and services in excess of CPI is required in order to maintain target cost-recovery levels based on FY2024-25 program costs; and

WHEREAS, additional revisions to fee categories, descriptions and fee structures are proposed as part of the FY2024-25 Master Fee Schedule Update; and

WHEREAS, the addition of new fees are proposed to be included in the FY2024/25 Master Fee Schedule Update; and

WHEREAS, the City has calculated the fee amounts identified on Exhibit A (and described in the staff report accompanying this resolution) in accordance with the requirements of State law; and, particularly, the fees are exempt from the definition of "tax" as set forth in Proposition 26 (California Constitution Article XIII C, Section 1(e)) since the fee amounts: (a) do not exceed the proportionate reasonable cost to the City in providing the service or program to the person paying the fee, and (b) do not exceed the value of City property used by the person paying the fee; and

WHEREAS, notice was provided for the public hearing held, on the proposed update to the City's Master Fee Schedule, and information was made available to the public regarding the proposed action in advance of the meeting in accordance with Government Code Sections 66016 through 66018; and

WHEREAS, the updated Master Fee Schedule would be effective once approved, with the exception of development impact fees, which would become effective 60 days after adoption pursuant to Government Code section 66017.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael does hereby approve and authorize updates to the Master Fee Schedule, as reflected in Exhibit A attached hereto, to be effective January 1, 2025, unless otherwise noted.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City on Monday, the 16th of September 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



City of San Rafael General Services

Service Name	Fee Description	Fee
Bad Check Charges		
NSF Check Processing	Flat Fee	\$ 25
Business Licenses		
Business Application Review - Home Occupation	Flat Fee	\$ 88
Business Application Review - Commercial Location	Flat Fee	\$ 118
Business Application Review - In Town Moving Fee (to Commercial)	Flat Fee	\$ 98
Business Application Review - In Town Moving Fee (to Residential)	Flat Fee	\$ 68
Business Application Review - Change of Ownership	Flat Fee	\$ 10
Regulatory License Processing - Gun Sales - Police Permit	Flat Fee	\$ 99
Regulatory License Processing - Gun Sales - Police Permit Renewal	Flat Fee	\$ 99
Payment Plan Processing	Flat Fee	\$ 36
Reproduction Work		
Photocopies - FPPC	Per Page	\$ 0.10
Photocopies - Other Public Documents	Per Page	\$ 0.15
Copies from Microfilming - Large Format Drawings (plans) - 1st Sheet	Flat Fee	\$ 4.50
Copies from Microfilming - Large Format Drawings (plans) - Additional Sheets	Each	\$ 1.50
Copies from Microfilming - Small Sheets (8 1/2 x 11)- 1st Sheet	Flat Fee	\$ 3
Copies from Microfilming - Small Sheets (8 1/2 x 11)- Additional Sheets	Each	\$ 0.15
City Clerk Documents		
City of San Rafael Municipal Code	Flat Fee	Cost per City Clerk
Certificate of Documents	Flat Fee	\$ 8
Certificate of Documents -- Copy Fees	Per Page	\$ 0.15
Special Services		
Public Use - Council Chambers - Including Sound	Flat Fee	\$ 205
RDA - Application Processing Special Events Permit - Non-Profits & BID	Flat Fee	\$ 41
RDA - Application Processing Special Events Permit - All Others	Flat Fee	\$ 82
RDA - Special Events Application Deposit - Refundable (Conditions Apply) - One Block or Plaza	Flat Fee	\$ 205
RDA - Special Events Application Deposit - Refundable (Conditions Apply) - Two or More Blocks	Flat Fee	\$ 369
RDA - Scouting of Film Location	Hourly	FBHR
Event Planning & Coordination	Hourly	FBHR

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



City of San Rafael Police Services

Service Name	Fee Description	Fee
Fingerprinting		
Fingerprinting - Non-criminal	Flat Fee Listed + Applicable State & Federal Fees as Needed	\$ 12
Concealed Weapons		
Concealed Weapon Application Review - Subject to State Limitation	Flat Fee	\$ 100
Concealed Weapon Renewal Renew - Subject to State Limitation	Flat Fee	\$ 25
Response Services		
Alarm Permits - Registration / Renewal	Flat Fee	\$ 20
Failure to Register Alarm	Flat Fee	\$ 100
False Alarm Permits - 1st Response	Per Alarm in 12 Month Period	\$ 50
False Alarm Permits - 2nd Response	Per Alarm in 12 Month Period	\$ 100
False Alarm Permits - 3rd Response	Per Alarm in 12 Month Period	\$ 150
False Alarm Permits - 4th Response	Per Alarm in 12 Month Period	\$ 200
False Alarm Permits - 5th or More Response	Per Alarm in 12 Month Period	\$ 250
DUI Fees		
DUI Collision Restitution	Flat Fee	3rd Party Cost + Hourly (FBHR) - Max of \$12,000
Towing Services		
Towing Operator Investigations	Flat Fee Listed + Applicable State Fees	\$ 740
Administrative Tow Fee - Suspended	Flat Fee	\$ 327
Permits		
Parade Permits	Flat Fee	\$ 74
Special Events Permits	Flat Fee	Costs for Services Rendered
Billable Events		
Marin County Fair Support	Flat Fee	Overtime Costs of Police Personnel
Outside Event Billing	Flat Fee	Overtime Costs of Police Personnel Plus Cost of Traffic Control Setup
Police Support Services Fees		
Clearance Letter	Flat Fee	\$ 27
Subpoenas Duces Team		
Subpeona Processing (Civil & Deposition)	Flat Fee	\$ 15

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Not to Exceed \$15/hr Under Statutory Limitation



**City of San Rafael
Library Services**

Service Name	Fee Description	Fee
Late Fines		
Adult Fines	No Fine	\$ -
Children's Fines	No Fine	\$ -
Reserves - ILL (Inter Library Loan)		
Reserve*	Each	50%
ILL - MARINet Consortium		Included in Reserve Fee
ILL - North Bay Cooperative Library System (NBCLS)		Included in Reserve Fee
ILL - Outside Marin & NBCLS		Included in Reserve Fee
Lost/Damaged Items		
Adult Books, Videos, Audio Tapes, Compact Discs	Flat Fee Listed + Cost	\$ 8
Children's Books, Videos, Audio Tapes, Compact Discs	Flat Fee Listed + Cost	\$ 8
Replacement Library Card	No Fee	\$ -
Magazines	Each	Cover Price of Magazine(s)

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Compared to the fee approved by MARINet, pay whichever is less



City of San Rafael
Fire Prevention & Inspection Services

Service Name	Fee Description	Fee	Recovery %
Fire Inspections			
Nuisance Alarm Fee	Engine Company FBHR, 2 Hr. Min.	\$ 422	100%
Short-Term Rental Inspection	Flat Fee	\$ 129	100%
Excessive Public Assist Calls	Flat Fee	\$ 422	100%
Fire Inspections - Operational Permits			
Aerosol Products	Flat Fee	\$ 257	100%
Amusement Buildings	Flat Fee	\$ 257	100%
Aviation Facilities	Flat Fee	\$ 257	100%
Carnivals and Fairs	Flat Fee	\$ 257	100%
Cellulose Nitrate Film	Flat Fee	\$ 257	100%
Combustible Dust-Producing Operations	Flat Fee	\$ 257	100%
Combustible Fibers	Flat Fee	\$ 257	100%
Compressed Gases	Flat Fee	\$ 257	100%
Covered Mall Buildings	Flat Fee	\$ 257	100%
Cryogenic Fluids	Flat Fee	\$ 257	100%
Cutting and Welding	Flat Fee	\$ 257	100%
Dry Cleaning Plants	Flat Fee	\$ 257	100%
Exhibits and Trade Shows	Flat Fee	\$ 257	100%
Explosives	Flat Fee	\$ 257	100%
Blasting - First	Flat Fee	\$ 257	100%
Blasting - Each Additional	Each	\$ 129	100%
Fire Hydrants and Valves	Flat Fee	\$ 257	100%
Flammable and Combustible Liquids	Flat Fee	\$ 257	100%
Floor Finishing	Flat Fee	\$ 257	100%
Fruit and Crop Ripening	Flat Fee	\$ 257	100%
Fumigation and Thermal Insecticidal Fogging	Flat Fee	\$ 257	100%
Hazardous Materials	Flat Fee	\$ 257	100%
HPM Facilities	Flat Fee	\$ 257	100%
High-piled Storage	Flat Fee	\$ 257	100%
Hot Work Operations	Flat Fee	\$ 257	100%
Industrial Ovens	Flat Fee	\$ 257	100%
Lumber Yards and Woodworking Plants	Flat Fee	\$ 257	100%
Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	Flat Fee	\$ 257	100%
LP-Gas	Flat Fee	\$ 257	100%
Magnesium	Flat Fee	\$ 257	100%
Miscellaneous Combustible Storage	Flat Fee	\$ 257	100%
Open Burnings	Flat Fee	\$ 257	100%
Open Flames and Torches	Flat Fee	\$ 257	100%
Open Flames and Candles	Flat Fee	\$ 257	100%
Organic Coatings	Flat Fee	\$ 257	100%
Places of Assembly	Flat Fee	\$ 257	100%
Private Fire Hydrants	Flat Fee	\$ 257	100%
Pyrotechnic Special Effects Material	Flat Fee	\$ 257	100%
Public Fireworks Displays	Flat Fee	\$ 2,188	100%
Pyroxylin Plastics	Flat Fee	\$ 257	100%
Refrigeration Equipment	Flat Fee	\$ 257	100%
Repair Garages and Motor Fuel-Dispensing Facilities	Flat Fee	\$ 257	100%
Rooftop Heliports	Flat Fee	\$ 257	100%
Spraying or Dipping	Flat Fee	\$ 257	100%
Storage of Scrap Tires and Tire Byproducts	Flat Fee	\$ 257	100%
Temporary Membrane Structures and Tents	Flat Fee	\$ 257	100%
Tire-Rebuilding Plants	Flat Fee	\$ 257	100%
Waste Handling	Flat Fee	\$ 257	100%
Wood Products	Flat Fee	\$ 257	100%
Other Special Hazard Operations or Use	Flat Fee	\$ 257	100%
*Multiple Operational Permits	First permit at full price, each additional at 50% of schedule above	\$ -	100%
Fire Inspections - Construction Permits			
Automatic Fire-Extinguishing Systems	Flat Fee	\$ 322	100%
Fire Sprinkler System Single Family Dwelling	Base Fee Listed + \$4 per sprinkler	\$ 322	100%
Fire Sprinkler Systems With 10 Sprinklers or Less	Base Fee Listed + \$4 per sprinkler	\$ 322	100%
Fire Sprinkler Systems With 11 Sprinklers or More	Base Fee Listed + \$4 per sprinkler	\$ 322	100%
Backflow Preventer Assembly	Flat Fee	\$ 129	100%
Battery Systems	Flat Fee	\$ 322	100%
Compressed Gases	Flat Fee	\$ 322	100%
Emergency Response Radio Coverage System	Flat Fee	\$ 322	100%
Fire Alarm and Detection Systems and Related Equipment	Base Fee Listed + \$4 per sprinkler	\$ 322	100%
Fire Pumps and Related Equipment	Flat Fee	\$ 322	100%



City of San Rafael
Fire Prevention & Inspection Services

Service Name	Fee Description	Fee	Recovery %
Flammable and Combustible Liquids - 1st Tank	Flat Fee	\$ 322	100%
Flammable and Combustible Liquids - Each Add'l Tank	Each	\$ 161	100%
Hazardous Materials	Flat Fee	\$ 322	100%
Industrial Ovens	Flat Fee	\$ 322	100%
LP-Gas	Flat Fee	\$ 322	100%
Private Fire Hydrant	Flat Fee	\$ 322	100%
Spraying or Dipping Process	Flat Fee	\$ 322	100%
Standpipe System	Flat Fee	\$ 322	100%
Temporary Membrane Structures and Tents	Flat Fee	\$ 322	100%
Underground Fireline	Flat Fee	\$ 322	100%
Vegetation Management Fire Protection Plan	Flat Fee	\$ 386	100%
Work (repair, replacement, relocation)	Flat Fee	\$ 161	100%
Fire Inspections - Other Fire Prevention Fees			
Consultation	Flat Fee -2 hour min	\$ 257	100%
Plans review	Flat Fee -2 hour min	\$ 257	100%
Inspection	Flat Fee -2 hour min	\$ 257	100%
Reinspection	Flat Fee -2 hour min	\$ 257	100%
Investigation Fee for Performing Work Without an Approved Permit	Flat Fee	2x Normal Permit Fee + Permit Fee	100%
Inspections Outside Normal Work Hours - Early or Late Inspections on Normal Work Days	Flat Fee	\$ 367	100%
Inspections Outside Normal Work Hours - Call Back or Weekend Inspections	Flat Fee	\$ 734	100%
Fire hydrant flow test and report	Flat Fee	\$ 257	100%
Exemption from the Vegetation Ordinance	Flat Fee	\$ 129	100%
Multi-Family dwelling inspections	Flat Fee	\$ 157	100%
Fire Inspections - SFM Fire Clearance Inspections			
Fire clearance inspection	Flat Fee	\$ 193	100%
Commercial Life Safety Inspections			
Business type 1	Per Year	\$ 32	100%
Business type 2	Per Year	\$ 64	100%
Business type 3	Per Year	\$ 129	100%
Business type 4	Per Year	\$ 257	100%
Reinspection (After 2nd Reinspection)	Each	\$ 129	100%
Fire and Life Safety Plan Checks			
Fire Code Review of Building Permit	% of Building Plan Check Fee	50%	100%
Fire Services - Fire Inspections			
Liability for Persons Causing Emergencies	Flat Fee	Actual Cost	100%
Fire Watch	Flat Fee	Actual Cost	100%
Fire Services - Hazardous Materials			
Fire Code Related Hazardous Materials Inspections	Flat Fee	\$ -	100%
Hazardous Materials - Residential	Flat Fee	Actual Cost	100%
Consultative Services - Hazardous Materials	Flat Fee	\$ -	100%
Fire Services - Fire Reports			
Fire Reports	Each	\$ 40	100%
Fire Services - Emergency Medical Services			
ALS Bundled Base Rate*	Flat Fee	\$ 2,830	75%
BLS Bundled Base Rate*	Flat Fee	\$ 2,830	75%
First Responder Fee*	Flat Fee	\$ 488	75%
Oxygen*	Flat Fee	\$ 214	75%
Mileage*	Per Mile	\$ 67	75%
Treat No Transport*	Flat Fee	\$ 577	75%
Fire Services			
Fire/EMS Training and Education	Flat Fee	Hourly (FBHR) + Cost of Supplies/Materials	100%
Fire Protection Services - CSA #19**	Flat Fee	Per Contract	100%
Wet Chem Hood System	Flat Fee	\$ 306	100%

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Emergency Medical Services - Fees may include ambulance dispatch and fuel surcharge (mileage) component.

** Based on an agreement with County Service Area 19 (unincorporated San Rafael)



City of San Rafael
Planning Services

Service Name	Fee Description	Fee	Recovery %
Streamlined Housing Development			
SB 330 Preliminary Application**	Deposit**	\$ 2,135	100%
SB 9 Housing Development Application**	Deposit**	\$ 5,773	100%
SB 9 Lot Split	Flat Fee	\$ 13,776	100%
SB 35 Housing Development Application**	Deposit**	\$ 15,152	100%
Subdivision			
Lot Line Adjustment & Merger	Flat Fee	\$ 6,219	100%
Small Subdivision	Flat Fee	\$ 13,776	100%
Tentative Map / Subdivision Map	Deposit*	\$ 18,004	100%
Map Amendment and Extensions	Flat Fee	\$ 8,019	100%
Certificates of Compliance	Flat Fee	\$ 5,776	100%
Exception (Subdivision Ordinance)	Flat Fee	\$ 6,920	100%
Planning Policy			
General Plan Amendment	Deposit*	\$ 18,313	100%
Development Agreement	Deposit*	\$ 29,284	100%
Rezoning/Pre-Zoning/Preannexation	Deposit*	\$ 18,313	200%
Planned Development District	Deposit*	\$ 19,326	100%
Use Permit			
Use Permit - Administrative/Temporary	Flat Fee	\$ 1,883	100%
Use Permit - Zoning Administrator	Flat Fee	\$ 2,771	60%
Use Permit - Planning Commission	Flat Fee	\$ 9,024	100%
Variations			
Minor Variance - Zoning Administrator	Flat Fee	\$ 4,339	100%
Variance - Planning Commission	Flat Fee	\$ 9,024	100%
Reasonable Accommodation Request	Flat Fee	\$ 987	26%
Exception (Zoning)	Flat Fee	\$ 1,883	100%
Exception (Hillside)	Flat Fee	\$ 2,807	100%
Design Review			
Design Review (Administrative)	Flat Fee	\$ 3,008	100%
Design Review - Zoning Administrator	Flat Fee	\$ 5,773	100%
Design Review - Planning Commission	Flat Fee	\$ 15,511	100%
Sign Review			
Sign Review - Staff	Flat Fee	\$ 255	100%
Sign Program - Minor (Staff)	Flat Fee	\$ 1,431	100%
Sign Program - Major (Planning Commission)	Flat Fee	\$ 8,229	100%
Sign Review - Minor Exception	Flat Fee	\$ 1,431	100%
Sign Review - Major Exception	Flat Fee	\$ 8,229	100%
Temporary Banner Permit	Flat Fee	\$ 191	100%
Appeal Fees			
Appeals to Planning Commission - Non-Applicant (Resident)	Flat Fee	\$ 358	5%
Appeals to Planning Commission - Applicant or Non-Resident	Deposit*	\$ 5,119	65%
Appeals to City Council - Non-Applicant (Resident)	Flat Fee	\$ 358	4%
Appeals to City Council - Applicant or Non-Resident	Deposit*	\$ 5,119	57%
Environmental Review			
Negative Declaration	Deposit*	\$ 18,076	100%
Environmental Impact Report	Flat Fee	Consultant Cost +25%	100%
Monitoring of Mitigation Measures And Conditions of Approval	Deposit*	\$ 6,625	100%
Other Planning Services			
Pre Application Meeting/Letter	Flat Fee	\$ 2,135	30%
Licensing Agreement (Outdoor Dining)	Flat Fee	\$ 1,758	100%
Certificate of Appropriateness for Alteration of Historic Structure	Deposit*	\$ 9,780	100%
Certificate of Public Convenience and Necessity for Alcoholic Beverage License	Deposit*	\$ 3,063	100%
Neighborhood Meeting	Deposit*	\$ 2,862	100%
Contract Planner/Consultant Administration	Flat Fee	Consultant Cost +10%	100%
Building Permit - Plan Checks	% of Permit Fee	20%	100%
Planning/Zoning Research	Deposit*, Per Hour	\$ 161	100%
General Plan Maintenance Fee	% of Permit Fee	35%	100%
Planning Review of Building Permits - Multi-Family	% of Permit Fee	10%	50%
Planning Review of Building permits - All Others	% of Permit Fee	20%	100%
Archaeology Referral	Flat Fee	\$ 82	100%
Zoning Verification Letter	Per 1.5 Hours	\$ 240	100%
Small Wireless Facilities	Deposit*	\$ 5,088	100%
Wireless Communication Facilities	Flat Fee	\$ 1,024	100%

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Consultant costs will be charged to the deposit account plus 25% to cover contract administration and review of consultant work product.

** Deposit to be charged on an hourly basis

Note: Multiple application discount: when multiple applications are filed simultaneously, a 25% discount on each deposit-based application type will apply.



City of San Rafael
Building & Safety Services

Service Name	Fee Description	Fee	Recovery %	Incremental Fees to Add to Base Fee	
Valuation-Based Building Permit Fees					
Up to \$2,000.00	Flat Fee	\$ 253.00	100%		
\$2,000.01 to \$25,000	Base Fee	\$ 253.00	100%	\$ 24	per each additional \$1,000 above \$2,000
\$25,000.01 to \$50,000.00	Base Fee	\$ 805.00	100%	\$ 11.55	per each additional \$1,000 above \$25,000
\$50,000.01 to \$100,000.00	Base Fee	\$ 1,093.75	100%	\$ 16.07	per each additional \$1,000 above \$50,000
\$100,000.01 to \$500,000.00	Base Fee	\$ 1,897.25	100%	\$ 7.36	per each additional \$1,000 above \$100,000
\$500,000.01 to \$1,000,000.00	Base Fee	\$ 4,841.25	100%	\$ 13.56	per each additional \$1,000 above \$500,000
\$1,000,000.01 to \$5,000,000.00	Base Fee	\$ 11,621.25	100%	\$ 4.19	per each additional \$1,000 above \$1M
Greater than \$5,000,000.00	Base Fee	\$ 28,381.25	100%	\$ 4.19	per each additional \$1,000 above \$5M
Valuation-Based Plan Check Fees					
Building/Structural	% of Bldg Pmt		65%		
Energy	% of Bldg Pmt		10%		
Additional Plan Review	Hourly, 1/2 hr. min.	\$ 184	100%		
Renewables¹					
Photovoltaic Residential System - 15kW or less	Base Fee	\$ 450	n/a		
Photovoltaic Residential System - Larger than 15kW	Base Fee + Rate/kW	\$450 + \$15 per kW above 15kW	n/a		
Photovoltaic Commercial System - 50kW or less	Base Fee	\$ 1,000	n/a		
Photovoltaic Commercial System - 51kW - 250kW	Base Fee + Rate/kW	\$1,000 + \$7 per kW above 50kW	n/a		
Photovoltaic Commercial System - Larger than 250kW	Base Fee + Rate/kW	\$2,400 + \$5 per kW above 250kW	n/a		
Solar Thermal Residential System - 10kW or less	Base Fee	\$ 450	n/a		
Solar Thermal Residential System - Larger than 10kW	Base Fee + Rate/kW	\$450 + \$15 per kW above 10kW	n/a		
Solar Thermal Commercial System - 30kW or less	Base Fee	\$ 1,000	n/a		
Solar Thermal Commercial System - 31kW - 260kW	Base Fee + Rate/kW	\$1,000 + \$7 per kW above 30kW	n/a		
Solar Thermal Commercial System - Larger than 260kW	Base Fee + Rate/kW	\$2,610 + \$5 per kW above 260kW	n/a		
Mechanical, Electrical and Plumbing Permits					
See Exhibits A2, A3 and A4					
Residential Building Reports (Non-Refundable)					
Appeal	Flat Fee	\$ 102	50%		
Single Family, Duplex (per unit)	Flat Fee	\$ 358	75%		
Multi-Family - First Unit	Flat Fee	\$ 338	71%		
Multi-Family - Each Additional Unit	Each	\$ 41	100%		
Condominiums	Flat Fee	\$ 358	75%		
Other Fees					
Inspections Outside Normal Hours - After Hours	Hourly, 2 hr min.	\$ 275	100%		
Inspections Outside Normal Hours - Weekends/Holidays	Hourly, 2 hr min.	\$ 367	100%		
Reinspection Fee	Hourly, 1 hr. min.	\$ 184	100%		
Administrative Review ³	Hourly, 1/2 hr. min.	\$ 198	100%		
Permit Renewal Fee (for expired permits) - 2 year permit	% of Permit	15%	75%		
Board of Appeals Fee	Flat Fee	\$ 1,024	17%		
Software Integration and Support fee ²	% Applied Against All Permit Fees	5%	100%		
Building Investigation Fee	Flat Fee	3x Building Permit Fee	100%		
Massage Establishment Operator Permits					
Certified Massage Establishment - Sole Proprietorship Registration (No Employees)	Flat Annual Fee Per Location	\$ 208	100%		
Certified Massage Establishment - Registration with Employees	Flat Annual Fee Per Location	\$ 297	100%		
Certified Massage Establishment - Changes to File/Business	Each	\$ 26	100%		
Certified Massage Establishment - Time Extension	% of Original Fee	50%	100%		
Short Term Rentals					
Short Term Rental Registration - First Year	Flat Fee	\$ 174	100%		
Short Term Rental - Renewal	Flat Fee	\$ 138	100%		

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

1. Fee and Rate set by the State

2. New fee to fund new and routine upgrades to Permit Management System, Electronic Plan Review Software, Digital Inspection Software, Record Digitalization, Software integrations, and Enterprise Resource Planning System.

3. All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of CD staff. The applicant is responsible for reimbursement of any fees accrued by external consultants to be charged at \$194/hr

Note: State mandated charges will be added to the building permit fees pursuant to state law as follows, or as state law may hereafter be amended:

CA Green Building Fund:

\$4 for every \$100,000 valuation (minimum of \$1 regardless of valuation).

10% of surcharge retained by City for administrative costs, code enforcement education, etc., per statute Health & Safety Code Section 18931.6)

S.M.I.P.:

0.013% (\$13 per \$100,000) of valuation for residential occupancies of no more than 3 stories

0.028% (\$28 per \$100,000) of valuation for all other occupancies

5% of surcharge retained by the City for data utilization, seismic mapping, etc., per statute.

(Public Resources Code Section 2705)



EXHIBIT A2
City of San Rafael
Mechanical Permit Fees

Service Name	Fee Description	Fee
Furnace or Heater		
Up to 100,000 BTU	Flat Fee	\$ 20
Over 100,000 BTU	Flat Fee	\$ 25
Floor Furnace	Flat Fee	\$ 19
Wall Furnace, Unit Heater	Flat Fee	\$ 19
Furnace/AC Alteration or Repair	Flat Fee	\$ 19
Diffuser	Each	\$ 2
Gas Piping		
Up to 4 outlets	Flat Fee	\$ 6.45
Additional Outlets	Each	\$ 2
Boiler, Compressor, Refrigeration		
0-3 Hp 100M BTU	Flat Fee	\$ 20
4-15 Hp 100-500M BTU	Flat Fee	\$ 38
16-30 Hp 500-1000M BTU	Flat Fee	\$ 52
31-50 Hp 1000-1750M BTU	Flat Fee	\$ 77
Over 50Hp or 1750M BTU	Flat Fee	\$ 129
Air Handlers		
Under 10,000 CFM	Flat Fee	\$ 15
Over 10,000 CFM	Flat Fee	\$ 25
Other		
Evaporative Coolers	Flat Fee	\$ 15
Ventilation Hoods	Flat Fee	\$ 15
Appliance Vent or Fan	Flat Fee	\$ 10
Ventilation System - Not Part of Furnace	Flat Fee	\$ 15
Other Not Listed	Flat Fee	\$ 15
Special Inspection (Initial or Reinspection)	Flat Fee	\$ 69
Permit Fee		
Normal	Flat Fee	\$ 33
Supplemental	Flat Fee	\$ 10
Minimum	Flat Fee	\$ 128

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



EXHIBIT A3
City of San Rafael
Electrical Permit Fees

Service Name	Fee Description	Fee
New Residential Construction/Addition		
Multi Family	Per SQFT	\$ 0.070
Single Fmaily	Per SQFT	\$ 0.079
Photovoltaic Systems		
Residential	Flat Fee	\$ 174
Commercial	Flat Fee	\$ 992
Carnivals & Circuses		
Generators, Electric Slides	Flat Fee	\$ 33
Booths	Each	\$ 10
Outlets: Plugs & Switches		
First 20	Each	\$ 2
Each Additional	Each	\$ 1.05
Fixtures		
First 20	Each	\$ 2
Each Additional	Each	\$ 1.05
Pole Lights	Each	\$ 2
Appliances < 1 (Hp) (KW) (KVA)		
Residential	Each	\$ 6.45
Non-Residential	Each	\$ 6.45
Power Apparatus (Hp or KW)		
Up to 1	Each	\$ 6.45
Over 1 but Not Over 10	Each	\$ 17
Over 10 but Not Over 50	Each	\$ 34
Over 50 but Not Over 100	Each	\$ 69
Over 100	Each	\$ 104
Signs, One Circuit		
Circuit or Subfeed	Each	\$ 25
Services		
< 600V, up to 200A	Flat Fee	\$ 38
< 600V, 200A to 1000A	Flat Fee	\$ 77
> 600V or over 1000A	Flat Fee	\$ 155
Additional Meters	Each	\$ 10
Other		
Busways 100 ft of fraction	Each	\$ 10
Swimming Pools	Flat Fee	\$ 69
Temporary Power Pole	Flat Fee	\$ 33
Temporary Lighting, Christmas Tree Lots	Flat Fee	\$ 17
Miscellaneous Apparatus/Panels	Flat Fee	\$ 25
Special Inspection (Initial or Reinspection)	Hourly	FBHR
Permit Fee		
Normal	Flat Fee	\$ 33
Supplemental	Flat Fee	\$ 10
Minimum	Flat Fee	\$ 128

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



EXHIBIT A4
City of San Rafael
Plumbing Permit Fees

Service Name	Fee Description	Fee
Gas Piping		
Outlets - Includes up to 5 outlets	Flat Fee	\$ 7
Additional Outlets	Each	\$ 2
Backflow Prevention		
2" or less	Flat Fee	\$ 10
Over 2"	Flat Fee	\$ 21
Medical Gas System		
Outlets - Includes up to 5 outlets	Flat Fee	\$ 70
Additional Outlets	Each	\$ 7
Other		
Water Closets	Flat Fee	\$ 10
Wash Basins	Flat Fee	\$ 10
Tubs/Showers	Flat Fee	\$ 10
Sinks	Flat Fee	\$ 10
Floor Drains	Flat Fee	\$ 10
Grease Trap	Flat Fee	\$ 10
Other Fixtures or Traps	Flat Fee	\$ 10
Sewage Ejector	Flat Fee	\$ 56
Building Sewer	Flat Fee	\$ 21
Private Sewage System	Flat Fee	\$ 56
Water Heater	Flat Fee	\$ 10
Water Piping	Flat Fee	\$ 10
Repair, Waste & Vents	Flat Fee	\$ 10
Vacuum Breaker 1 - 2	Flat Fee	\$ 7
Rainwater System (inside)	Per Drain	\$ 10
Graywater System	Flat Fee	\$ 56
Lawn Sprinkler System	Flat Fee	\$ 10
Special Inspection (Initial or Reinspection)	Hourly	FBHR
Permit Fee		
Normal	Flat Fee	\$ 33
Supplemental	Flat Fee	\$ 10
Minimum	Flat Fee	\$ 128

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



**City of San Rafael
Public Works Services**

Service Name	Fee Description	Fee
Document/Information Services		
8.5" x 11"	Per Page	\$ 0.15
11" x 17"	Per Page	\$ 0.20
Public Records Request ¹	Per Page	\$ 0.15
Property Information Request	Per Request	\$ 213
Flood Plain Letter Response	Per Response	\$ 232
Custom Map/ Document Production	Per Hour	True Hourly
Transportation Services		
Oversize Load Review - Single Trip*	Flat Fee	\$ 16
Oversize Load Review - Annual*	Flat Fee	\$ 94
Oversize Load Review - Repetitive (6 Month Max)*	Flat Fee	\$ 94
Police Escort Services	Base Fee Listed + Hourly, 2 hrs. min.	\$ 356
Utility/Special District Encroachment Permits		
Encroachment Permit - Includes Review of 1 Traffic Control Plan (TCP)	Flat Fee	\$ 1,009
Each Additional Review of TCP	Each	\$ 421
Temporary Encroachment Permit ²		
Small - Debris or Moving Boxes and Parking Changes	Flat Fee	\$ 51
Standard - All Other (Up to \$20K of improvements/Infrastructure. Greater than \$20k See Right-Of-Way Improvements Section)	Flat Fee	\$ 367
Other Encroachment Permits		
Minor Continuing Encroachment Permits	Flat Fee	\$ 505
Revocable License Agreements for Major Continuing Encroachment	Flat Fee	\$ 2,493
PW Review of Building and Planning Permit ³		
Full Review ⁴	Per Review	\$ 465
Over the Counter Review	Per Review	\$ 116
Construction Inspection - Onsite Improvements	When Required, Per Inspection	\$ 168
Flood Zone Project	Flat Fee	\$ 348
E.12 Regulated Project/Stormwater Control Plan	Flat Fee	\$ 1,161
Consultant 3rd Party Review	Flat Fee	Actual Cost + 20% Admin. Fee
City Surveyor Review	Flat Fee	Consultant Actual Cost + 20% Admin. Fee
Parcel Map Plan Check (Minor Subdivision)	Deposit + Hourly	\$ 1,161
Final Map Plan Check (Major Subdivision)	Deposit + Hourly	\$ 1,858
Lot Line Adjustment Review	Deposit + Hourly	\$ 1,161
Tentative Map Review	Deposit + Hourly	\$ 1,858
Easement Review	Deposit + Hourly	\$ 1,161
Right-of-Way Improvements/Infrastructure - Plan Checking and Inspection		
\$0 - \$20k Cost of Improvements	Flat Fee	See Temp. Encroachment Permits Section
\$20k - \$50k Cost of Improvements	Flat Fee	\$ 632
\$50k - \$100k Cost of Improvements	Flat Fee	\$ 1,265
\$100k+ Cost of Improvements	Deposit Listed + Hourly	\$ 5,059
Grading Permits - Plan Check and Inspections (includes NPDES)		
Permit and Plan Check	Flat Fee	\$ 800
Seasonal Grading Inspections (Rain Seasons)	Per Rainy Season (Oct 15 - Apr 15)	\$ 1,600
Water Use Permits		
Water Course Permits	Flat Fee	\$ 465
Tide Land Permits - Dredged Material	Flat Fee	\$ 632
Tide Land Permits - Other Tidelands Permits	Deposit Listed + Hourly	\$ 632
Streetary Permits		
Application Fee	Flat Fee	\$ 2,047
Annual Encroachment Lease Fee	Flat Annual Fee	\$ 3,685
Deposit	Flat Fee	\$ 2,047
Special Studies		
Special Studies (Reimbursement)	Flat Fee	Actual Cost + 20% Surcharge



**City of San Rafael
Public Works Services**

Service Name	Fee Description	Fee
Other Fees		
Special Event Setup	Flat Fee	Actual Cost of Labor & Materials
Special Event Traffic Control Plan	Flat Fee	Staff Time Actual Cost

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Set by the State

1. Public Records Request fees may be waived at the City's sole discretion for requests totaling fewer than 50 pages per request.
2. Temporary Encroachment Permit Fees: there is no charge for debris boxes if placed on private property.
3. PW Review of Building & Planning Permit - All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of Department of Public Works staff. The applicant is responsible for reimbursement of any fees accrued by external consultants or City Surveyor.
4. Fee is per review. Fee may be charged several times if there are multiple reviews of the project.



**City of San Rafael
Recreation Services**

Service Name	Fee Description	Fee
Recreation Programs		
Contract Programs & Classes	Variable	City Retains Between 20 and 40% of Cost of Program Provider as fee - Subject to Individual Negotiation
Facilities Reservations Fees	See Exhibit H	
Falkirk Reservation Fees	See Exhibit H	
Aquatics Fees	See Exhibit H	
Misc. Fees	See Exhibit H	
Child Care Programs		
Child Care Programs (Non-Grant)	See Exhibit K	

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



EXHIBIT H
City of San Rafael
Recreation Fees

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
08.00.02 - Facility Reservation Fees			
Miscellaneous Facility Fees			
Refundable reservation/damage deposit for San Rafael Auditorium	Flat Rate	\$1,000	\$1,000
Refundable reservation/damage deposit for San Rafael Clubrooms	Per room	\$100	\$100
Refundable reservation/damage deposit for Boro Auditorium/Gym	Flat Rate	\$500	\$1,000 (commercial use, non-resident private groups, and outside nonprofits)
Refundable reservation/damage deposit for Boro Classrooms	Per room	\$100	\$100
Refundable reservation/damage deposit for Terra Linda Clubrooms	Per room	\$100	\$100
Staff attendant fee	Per Hour	\$32	\$32
San Rafael Community Center			
Auditorium			
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$107	\$118
Private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$130	\$143
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$154	\$170
Clubroom, Lounge			
Non-profit organizations	Per room, per hour	\$33	\$36
Private use & non-profit fundraising events	Per room, per hour	\$43	\$47
Commercial groups	Per room, per hour	\$60	\$66
Kitchen with Facility Rental			
Non-profit organizations	Flat Rate	\$130	\$143
Private use & non-profit fundraising events	Flat Rate	\$163	\$179
Commercial groups	Flat Rate	\$194	\$214
Lonatese Garden (fees apply if not in conjunction with Auditorium Rental)			
Non-profit organizations	Per Hour	\$27	\$30
Private use & non-profit fundraising events	Per Hour	\$38	\$42
Commercial groups	Per Hour	\$48	\$53
Albert J Boro Community Center			
Auditorium/Multi-Purpose Room			
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$53	\$59
Resident private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$65	NA
Non-Resident private use & outside non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	NA	\$124
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$141	\$155
Classroom			
Non-profit organizations	Per room, per hour	\$17	\$19
Resident private use & non-profit fundraising events	Per room, per hour	\$22	NA
Non-Resident private use & outside non-profit fundraising events	Per room, per hour	NA	\$47
Commercial groups	Per room, per hour	\$60	\$66
Kitchen with Facility Rental			
Non-profit organizations	Flat Rate	\$65	\$72
Resident private use & non-profit fundraising events	Flat Rate	\$81	NA
Non-Resident private use & outside non-profit fundraising events	Flat Rate	NA	\$173
Commercial groups	Flat Rate	\$194	\$214
Gymnasium			
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$43	\$47
Private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$55	\$60
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$81	\$89
Terra Linda Community Center			
Clubroom			
Non-profit organizations	Per room, per hour	\$33	\$36
Private use & non-profit fundraising events	Per room, per hour	\$43	\$47
Commercial groups	Per room, per hour	\$60	\$66



EXHIBIT H
City of San Rafael
Recreation Fees

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
Kitchen			
Non-profit organizations	Flat Rate	\$55	\$60
Private use & non-profit fundraising events	Flat Rate	\$65	\$72
Commercial groups	Flat Rate	\$76	\$83

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
08.00.03 - Falkirk Cultural Center Reservation Fees			
Monday - Thursday Reservations			
Non-profit organizations	Per Hour (2 hour minimum)	\$118	\$130
Private use & non-profit fundraising	Per Hour (2 hour minimum)	\$178	\$196
Commercial groups	Per Hour (2 hour minimum)	\$237	\$261
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000
Friday or Sunday Reservations			
Non-profit organizations	6 hours	\$1,066	\$1,173
Private use & non-profit fundraising	6 hours	\$1,600	\$1,760
Commercial groups	6 hours	\$2,132	\$2,345
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000
Saturday Reservations			
Non-profit organizations	10 hours	\$1,777	\$1,954
Private use & non-profit fundraising	10 hours	\$2,666	\$2,932
Commercial groups	10 hours	\$3,554	\$3,909
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000
Long-Term Rentals			
Non-profit organizations	Per Hour	\$118	\$193
Private use & non-profit fundraising	Per Hour	\$178	\$277
Commercial groups	Per Hour	\$237	\$363
Refundable reservation/damage deposit	Flat Rate	\$100	\$100
Falkirk Estate Extra Hours - Fridays, Saturdays, or Sundays			
Commercial groups	Per Hour	\$355	\$391
Private use & non-profit fundraising	Per Hour	\$267	\$293

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
08.00.04 - Aquatics Program Fees			
Regular Season Pool Passes			
Adult (18 - 61 years)	Memorial Day - Labor Day Season Pass	\$166	\$182
Youth (1 - 17 years) & Seniors (62+ years)	Memorial Day - Labor Day Season Pass	\$118	\$130
Under 1 year old	Memorial Day - Labor Day Season Pass	Free	Free
Regular Season Daily Admission Drop-in (Lap & Rec Swim)			
Adult (18 - 61 years)	Daily Drop-In Admission	\$9	\$12
Youth (1 - 17 years) & Seniors (62+ years)	Daily Drop-In Admission	\$7	\$10
Under 1 year old	Daily Drop-In Admission	Free	Free
Regular Season Punch Pass (15 admissions)			
Adults (Age 18-61)	15-admissions	\$115	\$153
Youth (age 1-17) & Seniors (62+ years)	15-admissions	\$89	\$128
Regular Season Pool Area Rentals			
Rental of Terra Linda Community Pool facility	Per hour (2 hour minimum; includes 2 lifeguards)	\$143	NA
San Rafael non-profit group rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	\$143	NA
Outside non-profit rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	NA	\$178
Commercial Group rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	NA	\$237
Lifeguard fee (group rentals of more than 50 participants)	Per additional guard required at 1:25 ratio	\$30	\$30
Water Inflatable Fee	Per hour	\$47	\$57
Picnic Tables (2 hr minimum, attendees will be charged at Resident rates for pool entry)	Per hour	\$49	\$54
Indoor Party Room (3 hr block, includes 30 entries)	Flat Rate	\$415	\$437



EXHIBIT H
City of San Rafael
Recreation Fees

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
Regular Season Lane Rental Fees			
Lane Fee for Local Swim Teams - standard practice	Per Lane Per Hour	\$8	\$9
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	Per Lane Per Hour	\$11	\$12
Lane Fee for Commercial Groups	Per Lane Per Hour	\$17	\$22
Swim Lesson Fees* (see note)			
Group Lessons - 30 minute	30 minute lesson	\$17	\$21
Group Lessons - 40 minute	40 minute lesson	\$20	\$23
Private Lessons - 30 minute	30 minute lesson	\$40	\$45
Private Lessons - Additional Child	Per additional child per lesson	\$17	\$21
Swim Lesson Session Packages			
Group Lessons - 30 minute	3 Lesson Session	\$53	\$58
Group Lessons - 30 minute	4 Lesson Session	\$71	\$78
Group Lessons - 40 minute	3 Lesson Session	\$62	\$68
Group Lessons - 40 minute	4 Lesson Session	\$83	\$91
Private Lessons - 30 minute	3 Lesson Session	\$124	\$137
Private Lessons - 30 minute	4 Lesson Session	\$166	\$182
Fall/Winter Season Daily Admission Drop-in (Lap & Rec Swim)			
Lap Swim (Adult)	Per visit (drop-in)	\$13	\$16
Lap Swim (Senior/Youth)	Per visit (drop-in)	\$10	\$13
Fall/Winter Season Lane Rental Fees			
		Effective 10/1/24	
Lane Fee for Local Swim Teams - standard practice	Per Lane Per Hour	\$14	\$16
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	Per Lane Per Hour	\$19	\$21
Lane Fee for Commercial Groups	Per Lane Per Hour	\$31	\$35
Fall/Winter Season Punch Pass (10-Admissions)			
		Effective 10/1/24	
Adult (10% discount)	10-punch	\$121	\$144
Senior/Youth (10% discount)	10-punch	\$88	\$117

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
08.00.05 - Park & Field Fees			
Athletic Field Fees			
Albert Park Stadium All Field			
Non-profit organizations	Per Hour	\$48	\$53
Private use & non-profit fundraising	Per Hour	\$60	\$66
Commercial groups	Per Hour	\$70	\$77
Game Field Prep	Flat Rate	\$33	\$36
Refundable reservation/damage deposit	Flat Rate	\$300	\$300
Lights (evening uses)	Per Hour	\$45	\$50
Pickleweed Field (per soccer field)			
Non-profit organizations	Per Hour	\$31	\$34
Private use & non-profit fundraising	Per Hour	\$37	\$41
Commercial groups	Per Hour	\$51	\$56
Refundable reservation/damage deposit	Flat Rate	\$300	\$300
Bernard Hoffman Field			
Non-profit organizations	Per Hour	\$22	\$24
Private use & non-profit fundraising	Per Hour	\$33	\$36
Commercial groups	Per Hour	\$43	\$47
Refundable reservation/damage deposit	Flat Rate	\$100	\$100
Victor Jones Field			
Non-profit organizations	Per Hour	\$22	\$24
Private use & non-profit fundraising	Per Hour	\$33	\$36
Commercial groups	Per Hour	\$43	\$47
Refundable reservation/damage deposit	Flat Rate	\$100	\$100
Park Facilities Fees			
Redwood Grove - Gerstle Park Picnic Area (3hr minimum)			
Non-profit organizations	Per Hour	\$33	\$36
Private use & non-profit fundraising	Per Hour	\$43	\$47
Commercial groups	Per Hour	\$55	\$60
Pickleweed Park Picnic Area (3hr min)			
Non-profit organizations	Per Hour	\$17	\$19



EXHIBIT H
City of San Rafael
Recreation Fees

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
Resident private use & non-profit fundraising events	Per Hour	\$22	NA
Non-Resident private use & non-profit fundraising events		NA	\$47
Commercial groups	Per Hour	\$55	\$60
Small Group Picnic Areas (Gerstle Park 1 & 2; Sun Valley, Victor Jones - Upper & Lower; Terra Linda; Santa Margarita; Frietas) (3hr min)			
Non-profit organizations	Per Hour	\$22	\$24
Private use & non-profit fundraising	Per Hour	\$33	\$36
Commercial groups	Per Hour	\$43	\$47
Turf/Black Top Areas			
Non-profit organizations	Per Hour	\$22	\$24
Private use & non-profit fundraising	Per Hour	\$33	\$36
Commercial groups	Per Hour	\$43	\$47
Park Rental for Special Event - Use of a full park for a special event; will create list of parks where this is allowed. (Daily Rate - additional facility attendant of trash pick up fees may be applied)			
Non-profit organizations	Per Day	\$541	\$595
Private use & non-profit fundraising	Per Day	\$649	\$714
Commercial groups	Per Day	\$757	\$833
Staff attendant fee	Per Hour	\$32	\$32
Tennis Court Fees			
Tennis Courts (Leagues/Tournament Play)			
Non-profit organizations	Per Court Per Hour	\$17	\$18
Private use & non-profit fundraising	Per Court Per Hour	\$22	\$24
Commercial groups	Per Court Per Hour	\$27	\$30
Lights (evening uses)	Per Hour	\$22	\$24
Tennis Keys			
Tennis keys - Adult (18+ years)	Per Year	\$55	\$60
Tennis keys - Youth (under 18)	Per Year	\$55	\$60
Tennis keys - seniors (60 and over)	Per Year	\$55	\$60
Community Garden Fees			
Community Garden annual fee (Terra Linda)			See Note for NR fee eligibility
Full Plot = 450' sq. ft.	Per Plot Per Year	\$144	\$158
Half-Plot = 225' sq. ft.	Per Plot Per Year	\$71	\$79
Community Garden annual fee (Canal)			
Full Plot = 50' sq. ft.	Per Plot Per Year	\$81	\$89
Half-Plot = 25' sq. ft.	Per Plot Per Year	\$41	\$45
<i>Note: San Rafael Community Gardens are for use by San Rafael residents only. Beginning 1/1/22, gardeners that moved out of San Rafael are no longer eligible to participate in this program. Current gardeners who moved out of San Rafael prior to January 1, 2022 were allowed to retain their garden plot.</i>			

Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee
08.00.06 - Miscellaneous Fees			
Vertical Banner	3-weeks	\$71	NA
Horizontal Banner - Cross Street	3-weeks	\$427	NA



**City of San Rafael
Administrative Citation Fees**

Muni	Service Name	Fee Description	Fee
	Chapter 4 Muni Code Regulations		
04.08.020	Uniform Fire Code Violation - Sections 103.43.2, 103.43.3, 103.43.4	Flat Fee	\$ 500
05.34.010	Riding Skateboard, Roller-Skates or EPAMD on Posted Sidewalk, Street, or Other Public Place		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
05.24.030	Riding Bicycle, Roller-Skates, Skateboard, or EPAMD on Sidewalk or Public Place In Violation of Vehicle/Pedestrian Right of Way		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
05.36.020	Pedestrian Failing to Use Crosswalk		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
05.36.030	Crossing Roadway at Other than Rigt Angles		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
05.36.040	Standing in Roadway		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
	Other Chapter 5 Muni Code Regulations		
05.12.050	Unauthorized Person Directing Traffic	Flat Fee	\$ 275
05.32.030	Vehicle Driven on Sidealk	Flat Fee	\$ 275
06.10.010	Marin County Animal Code - 8.04.179, 8.04.240, & 8.04.245		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
06.10.010	Marin County Animal Code		
	8.04.180	Flat Fee	\$ 325
	8.04.181	Flat Fee	\$ 325
	8.12.010	Flat Fee	\$ 325
	8.12.020	Flat Fee	\$ 325
06.10.030	Leash Violation		
	First Offense	Flat Fee	\$ 50
	Second & Additional Offense	Flat Fee	\$ 100
06.10.040	Dogs Prohibited at Downtown Farmer's Market & Other Special Events		
	First Offense	Flat Fee	\$ 50
	Regulations for Parks, etc.		
08.10.100 (F & I)	Destruction/Removal of Plants or Other Public Property	Flat Fee	\$ 500
08.10.090.E	Guns & Dangerous Instruments	Flat Fee	\$ 500
08.10.020-.050 & .080-.170	All Other - First Offense	Flat Fee	\$ 50
	All Other - Second Offense	Flat Fee	\$ 100
	All Other - Thrid & Additional Offense	Each	\$ 250
08.12.210	Trespassing Upon Private Property Prohibited		
	First Offense	Flat Fee	\$ 275
	Second & Additional Offense	Each	\$ 500
08.14.110	Smoking Ordinance Violation		
	First Offense	Flat Fee	\$ 100
	Second Offense	Flat Fee	\$ 200
	Thrid & Additional Offense	Each	\$ 500
08.30.020	Human Habitation of a Vehicle		
	First Offense	Flat Fee	\$ 50
	Second & Additional Offense	Each	\$ 200
	Other Chapter 8 Muni Code Regulations		
08.12.080	Bill Posting & Political Signs on Public Property Prohibited	Flat Fee	\$ 325
08.12.110	Unlawful to Place Obstructions on Sidewalks	Flat Fee	\$ 325
08.12.120	Duty to Trim Sidewalk Trees & Hedges	Flat Fee	\$ 275
08.12.170	Discharge of Gun, Pistols, & Other Weapons Prohibited	Flat Fee	\$ 500
08.13.030	Loud or Unusual Noise	Flat Fee	\$ 275
08.13.040	General Noise Limit	Flat Fee	\$ 275



**City of San Rafael
Administrative Citation Fees**

Muni	Service Name	Fee Description	Fee
08.35.030	Graffiti Ordinance	Flat Fee	\$ 250
09.12.030	Deposit/Maintenance of Offensive Substances		
	First Offense	Flat Fee	\$ 275
	Second & Additional Offense	Each	\$ 500
09.12.034	Littering in Public Places		
	First Offense	Flat Fee	\$ 50
	Second Offense	Flat Fee	\$ 100
	Thrid & Additional Offense	Each	\$ 250
	Other Chapter 9 Muni Code Regulations		
09.12.036	Merchant's Duty to Keep Sidewalks Free of Litter	Flat Fee	\$ 275
09.12.040	Maintenance of Weeds/Deleterious Growth Prohibited	Flat Fee	\$ 325
09.19.050	Dumping/Burying of Solid Waste Prohibited	Flat Fee	\$ 325
09.19.060	Accumulation of Solid Waste Prohibited	Flat Fee	\$ 325
09.19.070	Buring of Solid Waste Prohibited	Flat Fee	\$ 325
09.19.190	Weekly Garbage Service Required	Flat Fee	\$ 325
09.20.020	Dumping of Pollutants into Water Control System Prohibited	Flat Fee	\$ 500
09.22.050	Refusal to Pay Household Hazardous Waste Fee	Flat Fee	\$ 275
	Falsification of Household Hazardous Waste	Flat Fee	\$ 275
09.23.050	Falsification of Conditionally Exempt Small Quantity Generator Waste	Flat Fee	\$ 275
09.30.060	Discharge of Pollutants Prohibited	Flat Fee	\$ 500
	Chapter 10 Muni Code Regulations		
10.04.210	Business License Required	Flat Fee	\$ 325
	Chapter 12 Muni Code Regulations		
12.12 - 12.38	Building Regulations	Flat Fee	\$ 500
	Land Use Regulations		
14.04.020	Residential	Flat Fee	\$ 325
14.05.020 - .022	Commercial	Flat Fee	\$ 325
14.06.020	Industrial	Flat Fee	\$ 325
14.08.020	Marine Related	Flat Fee	\$ 325
14.09.020	Public/Quasi	Flat Fee	\$ 325
14.10.020	Parks/Open Space	Flat Fee	\$ 325
14.11.020	Water	Flat Fee	\$ 325
14.13.030	Wetland Overlay	Flat Fee	\$ 325
	Signs		
14.19.041	Permit Required	Flat Fee	\$ 325
14.19.053	Location, Placement, & Design	Flat Fee	\$ 325
14.19.070	Temporary Sign Standards	Flat Fee	\$ 325
14.19.080	Prohibited Signs	Flat Fee	\$ 325
	Other Chapter 14 Muni Code Regulations		
14.16.020	Accessory Structures	Flat Fee	\$ 500
14.16.140	Fences	Flat Fee	\$ 300
14.16.220	Home Occupation Ordinance	Flat Fee	\$ 325
14.16.250	Motor Vehicle Maintenance & Storage in Residential Districts	Flat Fee	\$ 275
14.16.285	Second Dwelling Unit Standards	Flat Fee	\$ 500
14.17.020	Animal Keeping	Flat Fee	\$ 325
14.22.070	Use Permits - Conditions of Approval	Flat Fee	\$ 325
14.23.060	Variances - Conditions of Approval	Flat Fee	\$ 325
14.24.050	Exceptions - Conditions of Approval	Flat Fee	\$ 325
14.25.020	Environmental Design Review Permits	Flat Fee	\$ 325
14.25.040	Improvements Subject to Review	Flat Fee	\$ 325
14.25.080	Environmental Design Review - Conditions of Approval	Flat Fee	\$ 325
14.30.040	Failure to Comply with Conditions of any Permit or Approval	Flat Fee	\$ 325
17.20.060	Obstruction in Water & Sunken Vessels		
	First Offense	Flat Fee	\$ 275
	Second & Additional Offense	Each	\$ 500
17.20.070	Dangerous & Disabled Vessels		
	First Offense	Flat Fee	\$ 275
	Second & Additional Offense	Each	\$ 500
17.30.010	Vessel Speed Restrictions	0	0
	First Offense	Flat Fee	\$ 50
	Second & Additional Offense	Each	\$ 100
	Other Chapter 17 Muni Code Regulations	0	0
17.10.030	Dredging, Dumping, Excavating, Constructing without a City Tidelands Permit	Flat Fee	\$ 500
17.20.050	Anchoring & Mooring Prohibited	Flat Fee	\$ 275
	Open Space Lands	0	0
19.10.060(10)	Destruction of Property	Flat Fee	\$ 500
19.10.060(18)	Hunting & Dangerous Weapons	Flat Fee	\$ 500



**City of San Rafael
Administrative Citation Fees**

Muni	Service Name	Fee Description	Fee
19.10.060(1-9)(11-17)(19-30)	Other Regulations - First Offense	Flat Fee	\$ 50
	Other Regulations - Second Offense	Flat Fee	\$ 100
	Other Regulations - Third & Additional Offense	Each	\$ 250

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions



EXHIBIT K
City of San Rafael
Childcare Fees

Fee Category	Unit of Measure	Fee Type	REGULAR FEE
08.06.10 - Childcare Program Fees			
Childcare Regular Fees	Effective 8/1/24		
Full Day Program	Day	Regular Rate	\$66
Preschool Tuition	Month	Regular Rate	\$1,739
Registration Fee	Annual	Regular Rate	\$84
Summer Kid's Camp	Week	Regular Rate	\$398
Childcare Afterschool Program Fees - Miller Creek School District Sites	Effective 8/1/24		
5 Days/wk	Month	Regular Rate	\$579
3 Days/wk	Month	Regular Rate	\$306
3 days/wk incl. Wed	Month	Regular Rate	\$376
Kindergarten Part Day (3 Days/Wk)	Month	Regular Rate	\$207
Kindergarten Part Day (4 Days/Wk)	Month	Regular Rate	\$264
Kindergarten Full Day (3 Days/Wk)	Month	Regular Rate	\$456
Kindergarten Full Day (5 Days/Wk)	Month	Regular Rate	\$782
Childcare Afterschool Program Fees - San Rafael City School District Sites	Effective 8/1/24		
5 Days/wk	Month	Regular Rate	\$596
3 Days/wk	Month	Regular Rate	\$329
3 days/wk incl. Wed	Month	Regular Rate	\$391



City of San Rafael
Maintenance Services
Sewer & Drainage

Service Name	Fee Description	Fee
Maintenance Services		
Sewer Service - San Rafael Sanitation District*		Full Cost Recovery Using Business Cost Study Data
Drainage - Storm Water**	Per EDU	\$ 28

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

** Subject to Negotiations with SRSD Board*

*** Subject to Proposition 218 Requirements*

City of San Rafael
General Services

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			No Change	CPI	Other	
Bad Check Charges						
NSF Check Processing	Flat Fee	\$ 25	\$ 25	2.37%		State Limit, no change
Business Licenses						
Business Application Review - Home Occupation	Flat Fee	\$ 88	\$ 88			No change ↓
Business Application Review - Commercial Location	Flat Fee	\$ 118	\$ 118			
Business Application Review - In Town Moving Fee (to Commercial)	Flat Fee	\$ 98	\$ 98			
Business Application Review - In Town Moving Fee (to Residential)	Flat Fee	\$ 68	\$ 68			
Business Application Review - Change of Ownership	Flat Fee	\$ 10	\$ 10			
Regulatory License Processing - Gun Sales - Police Permit	Flat Fee	\$ 99	\$ 99			
Regulatory License Processing - Gun Sales - Police Permit Renewal	Flat Fee	\$ 99	\$ 99			
Regulatory License Processing - Tobacco Permit	Flat Fee	\$ 48				
Regulatory License Processing - Tobacco Permit Renewal	Flat Fee	\$ 3				Now 100% through the State
Business License Renewal Processing	Each	\$ 12				With online process we no longer charge
Business License Listing	Each	\$ 12				With online process we no longer charge
Closing Out Sale Permit	Flat Fee	\$ 39				No longer process these permits
Closing Out Sale Permit - Renewal	Flat Fee	\$ 25				No longer process these permits
Payment Plan Processing	Flat Fee	\$ 35		\$ 36		
Agenda Fees						
Agenda Subscription Service	Flat Fee	\$ 74				Documents online for free
Minutes Subscription Service	Flat Fee	\$ 74				Documents online for free
Reproduction Work						
Photocopies - FPPC	Per Page	\$ 0.10	\$ 0.10			no change, industry standard
Photocopies - Other Public Documents	Per Page	\$ 0.15	\$ 0.15			no change, industry standard
Bound Reports	Flat Fee	Established at time of Production				no longer offer service
Annual Budget / CAFR / Audit	Flat Fee	Established at time of Production				available online for free
Copies from Microfilming - Large Format Drawings (plans) - 1st Sheet	Flat Fee	\$ 4.50	\$ 4.50			no change, industry standard
Copies from Microfilming - Large Format Drawings (plans) - Additional Sheets	Each	\$ 1.50	\$ 1.50			no change, industry standard
Copies from Microfilming - Small Sheets (8 1/2 x 11) - 1st Sheet	Flat Fee	\$ 3	\$ 3			no change, industry standard
Copies from Microfilming - Small Sheets (8 1/2 x 11) - Additional Sheets	Each	\$ 0.15	\$ 0.15			no change, industry standard
City Clerk Documents						
City of San Rafael Municipal Code	Flat Fee	Cost per City Clerk	Cost per City Clerk			
Certificate of Documents	Flat Fee	\$ 8		\$ 8		
Certificate of Documents -- Copy Fees	Per Page	\$ 0.15	\$ 0.15			no change, industry standard
Special Services						
Public Use - Council Chambers - Including Sound	Flat Fee	\$ 200		\$ 205		
Public Use - Council Chambers - No Sound	Flat Fee	\$ 175				No sound is not an option anymore
Banner Hanging - Downtown - Horizontal Banner	Each	\$ 275				Moved to REC (Reso 14944 = \$360)
Banner Hanging - Downtown - Vertical Banner with Min 1 Block	Each	\$ 20				Moved to REC (Reso 14944 = \$60)
RDA - Application Processing Special Events Permit - Non-Profits & BID	Flat Fee	\$ 40		\$ 41		
RDA - Application Processing Special Events Permit - All Others	Flat Fee	\$ 80		\$ 82		
RDA - Special Events Application Deposit - Refundable (Conditions Apply) - One Block or Plaza	Flat Fee	\$ 200		\$ 205		
RDA - Special Events Application Deposit - Refundable (Conditions Apply) - Two or More Blocks	Flat Fee	\$ 360		\$ 369		

City of San Rafael

General Services

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
		Fee	No Change	CPI	Other	
RDA - Scouting of Film Location	Hourly	FBHR	FBHR			
Event Planning & Coordination	Hourly	FBHR	FBHR			

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

City of San Rafael
Police Services

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			No Change	CPI	Other	
Fingerprinting						
	Flat Fee Listed + Applicable State & Federal Fees as Needed	\$ 12		2.37%	\$ 12	
Concealed Weapons						
Concealed Weapon Application Review - Subject to State Limitation	Flat Fee	\$ 100	\$ 100			no change, per state limit
Concealed Weapon Renewal Renew - Subject to State Limitation	Flat Fee	\$ 25	\$ 25			no change, per state limit
Response Services						
Alarm Permits - Registration / Renewal	Flat Fee	\$ 74				updated program @ 3rd Party rates
Failure to Register Alarm	Flat Fee				\$ 100	NEW
False Alarm Permits - 1st & 2nd Response	Per Alarm in 12 Month Period	\$				1st & 2nd now seperated now with a cost per response
False Alarm Permits - 1st Response	Per Alarm in 12 Month Period				\$ 50	NEW
False Alarm Permits - 2nd Response	Per Alarm in 12 Month Period				\$ 100	NEW
False Alarm Permits - 3rd or More Response	Per Alarm in 12 Month Period	\$ 140				3rd, 4th, 5th+ now seperated now with a cost per response
False Alarm Permits - 3rd Response	Per Alarm in 12 Month Period				\$ 150	NEW
False Alarm Permits - 4th Response	Per Alarm in 12 Month Period				\$ 200	NEW
False Alarm Permits - 5th or more	Per Alarm in 12 Month Period				\$ 250	NEW
DUI Fees						
DUI Collision Restitution	Flat Fee	3rd Party Cost + Hourly (FBHR) - (Max of \$1,300 \$12,000)				Government Code 53155 now at max of \$12k
Towing Services						
Towing Operator Investigations	Flat Fee Listed + Applicable State Fees	\$ 740	\$ 740			no change
Administrative Tow Fee - Suspended	Flat Fee	\$ 327	\$ 327			no change
Permits						
Parade Permits	Flat Fee	\$ 74	\$ 74			no change
Special Events Permits	Flat Fee	Costs for Services Rendered	Costs for Services Rendered			
Billable Events						
Marin County Fair Support	Flat Fee	Overtime Costs of Police Personnel			Overtime Costs of Police Personnel Plus Cost of Traffic Control Setup	NEW
Outside Event Billing						
Police Support Services Fees						
Clearance Letter	Flat Fee	\$ 27	\$ 27			no change
Research Time	Hourly	-Actual Hours billed for Police & other personnel using FBHR, not to exceed \$15 per hour under statutory limitation-				already captured in the letter price
Subpoenas Duces Team						
Research Time	Hourly	-Police & Other Personnel FBHR as Billed-				not allowed by law to charge

City of San Rafael
Police Services

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			No Change	CPI	Other	
Duplicating Requiring Special Processing Subpoena Processing (Civil & Deposition)	Flat Fee	\$ 15		\$ 15		
Massage Establishments						
Operator Permit - Non-Certified Massage Establishment - 1st Location New Owner	Flat Fee	\$ 350				Non-certified massage is no longer allowed
Operator Permit - Non-Certified Massage Establishment - Additional Owner(s)	Each	\$ 350				Non-certified massage is no longer allowed
Operator Permit - Non-Certified Massage Establishment - Additional Location(s)	Each	\$ 350				Non-certified massage is no longer allowed
Operator Permit - Non-Certified Massage Establishment - Registered Employee(s)	Each	\$ 25				Non-certified massage is no longer allowed
Operator Permit - Non-Certified Massage Establishment - Renewal Per Location (assumes no change in owner(s) or location at time of renewal)	Each	\$ 175				Non-certified massage is no longer allowed
Massage Establishment - Certified no Employees (sole provider/sole proprietorship) - 1st Location - New Owner*	Flat Fee	\$ 350				Program run by Code Enforcement - Move to CE
Massage Establishment - Certified no Employees (sole provider/sole proprietorship) - Additional Location(s)*	Each	\$ 350				Program run by Code Enforcement - Move to CE
Massage Establishment - Certified no Employees (sole provider/sole proprietorship) - Renewal per Location*	Each	\$ 62.50				Program run by Code Enforcement - Move to CE
Fortune Tellers						
Fortune Teller Permit - Initial	Flat Fee	\$ 240				no longer a service
Fortune Teller Permit - Renewal	Flat Fee	\$ 62				no longer a service
Solicitors/Peddlers						
Mobile Vendor Permit - New Owner	Flat Fee	\$ 93				per state law cannot be issued, only business license
Mobile Vendor Permit - Additional Owner(s)	Each	\$ 93				per state law cannot be issued, only business license
Mobile Vendor Permit - Renewal	Flat Fee	\$ 93				per state law cannot be issued, only business license
Mobile Vendor Permit - Change/Replacement of Permit	Flat Fee	\$ 93				per state law cannot be issued, only business license
Mobile Vendor Permit - Additional Location(s)	Each	\$ 93				per state law cannot be issued, only business license
Taxi/Public Convenience						
Taxicab P-C	N/A	N/A				Program no longer ran by City

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Not to Exceed \$15/hr Under Statutory Limitation

* Annual Fee Applies to:

a) a home-based business location where the massage establishment owner provides on-site and/or outcall services

b) a commercial-based location where the massage establishment owner rents/leases commercial space shared with another

City of San Rafael

Library

Muni	Service Name	Fee Description	Current Fee	Proposed			Notes
			Fee	No Change	CPI	Other	
	Late Fines						
	Adult Fines	No Fine	\$ -	No Fine	2.37%		
	Children's Fines	No Fine	\$ -	No Fine			
	Reserves - ILL (Inter Library Loan)						
	Reserve*	Each	\$ 0.50	\$ 0.50			no change
	ILL - MARINet Consortium		Included in Reserve Fee	Included in Reserve Fee			
	ILL - North Bay Cooperative Library System (NBCLS)		Included in Reserve Fee	Included in Reserve Fee			
	ILL - Outside Marin & NBCLS		Included in Reserve Fee	Included in Reserve Fee			
	Lost/Damaged Items						
	Adult Books, Videos, Audio Tapes, Compact Discs	Flat Fee Listed + Cost	\$ 8	\$ 8			no change
	Children's Books, Videos, Audio Tapes, Compact Discs	Flat Fee Listed + Cost	\$ 8	\$ 8			no change
	Replacement Library Card	No Fine	\$ -	\$ -			no change
	Magazines	Each	Cover Price of Magazine(s)	Cover Price of Magazine(s)			

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* compared to the fee approved by MARINet, pay whichever is less

City of San Rafael

Fire

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Fire Inspections							
Nuisance Alarm Fee	Engine Company FBHR, 2 Hr. Min.	\$ 413	100%		2.37% \$ 422		
Short-Term Rental Inspection	Flat Fee	\$ 126	100%		\$ 129		
Excessive Public Assist Calls	Flat Fee	\$ 413	100%		\$ 422		
Fire Inspections - Operational Permits							
Aerosol Products	Flat Fee	\$ 251	100%		\$ 257		
Amusement Buildings	Flat Fee	\$ 251	100%		\$ 257		
Aviation Facilities	Flat Fee	\$ 251	100%		\$ 257		
Carnivals and Fairs	Flat Fee	\$ 251	100%		\$ 257		
Cellulose Nitrate Film	Flat Fee	\$ 251	100%		\$ 257		
Combustible Dust-Producing Operations	Flat Fee	\$ 251	100%		\$ 257		
Combustible Fibers	Flat Fee	\$ 251	100%		\$ 257		
Compressed Gases	Flat Fee	\$ 251	100%		\$ 257		
Covered Mall Buildings	Flat Fee	\$ 251	100%		\$ 257		
Cryogenic Fluids	Flat Fee	\$ 251	100%		\$ 257		
Cutting and Welding	Flat Fee	\$ 251	100%		\$ 257		
Dry Cleaning Plants	Flat Fee	\$ 251	100%		\$ 257		
Exhibits and Trade Shows	Flat Fee	\$ 251	100%		\$ 257		
Explosives	Flat Fee	\$ 251	100%		\$ 257		
Blasting - First	Flat Fee	\$ 251	100%		\$ 257		
Blasting - Each Additional	Each	\$ 126	100%		\$ 129		
Fire Hydrants and Valves	Flat Fee	\$ 251	100%		\$ 257		
Flammable and Combustible Liquids	Flat Fee	\$ 251	100%		\$ 257		
Floor Finishing	Flat Fee	\$ 251	100%		\$ 257		
Fruit and Crop Ripening	Flat Fee	\$ 251	100%		\$ 257		
Fumigation and Thermal Insecticidal Fogging	Flat Fee	\$ 251	100%		\$ 257		
Hazardous Materials	Flat Fee	\$ 251	100%		\$ 257		
HPM Facilities	Flat Fee	\$ 251	100%		\$ 257		
High-piled Storage	Flat Fee	\$ 251	100%		\$ 257		
Hot Work Operations	Flat Fee	\$ 251	100%		\$ 257		
Industrial Ovens	Flat Fee	\$ 251	100%		\$ 257		
Lumber Yards and Woodworking Plants	Flat Fee	\$ 251	100%		\$ 257		
Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	Flat Fee	\$ 251	100%		\$ 257		
LP-Gas	Flat Fee	\$ 251	100%		\$ 257		
Magnesium	Flat Fee	\$ 251	100%		\$ 257		
Miscellaneous Combustible Storage	Flat Fee	\$ 251	100%		\$ 257		
Open Burnings	Flat Fee	\$ 251	100%		\$ 257		
Open Flames and Torches	Flat Fee	\$ 251	100%		\$ 257		
Open Flames and Candles	Flat Fee	\$ 251	100%		\$ 257		
Organic Coatings	Flat Fee	\$ 251	100%		\$ 257		
Places of Assembly	Flat Fee	\$ 251	100%		\$ 257		
Private Fire Hydrants	Flat Fee	\$ 251	100%		\$ 257		
Pyrotechnic Special Effects Material	Flat Fee	\$ 251	100%		\$ 257		
Public Fireworks Displays	Flat Fee	\$ 2,138	100%		\$ 2,188		
Pyroxylin Plastics	Flat Fee	\$ 251	100%		\$ 257		

City of San Rafael

Fire

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Refrigeration Equipment	Flat Fee	\$ 251	100%		\$ 257		
Repair Garages and Motor Fuel-Dispensing Facilities	Flat Fee	\$ 251	100%		\$ 257		
Rooftop Heliports	Flat Fee	\$ 251	100%		\$ 257		
Spraying or Dipping	Flat Fee	\$ 251	100%		\$ 257		
Storage of Scrap Tires and Tire Byproducts	Flat Fee	\$ 251	100%		\$ 257		
Temporary Membrane Structures and Tents	Flat Fee	\$ 251	100%		\$ 257		
Tire-Rebuilding Plants	Flat Fee	\$ 251	100%		\$ 257		
Waste Handling	Flat Fee	\$ 251	100%		\$ 257		
Wood Products	Flat Fee	\$ 251	100%		\$ 257		
Other Special Hazard Operations or Use	Flat Fee	\$ 251	100%		\$ 257		
*Multiple Operational Permits	First permit at full price, each additional at 50% of schedule above	First permit at full price, each additional at 50% of schedule above	100%	First permit at full price, each additional at 50% of schedule above			
Fire Inspections - Construction Permits							
Automatic Fire-Extinguishing Systems	Flat Fee	\$ 314	100%		\$ 322		
Fire Sprinkler System Single Family Dwelling	Base Fee Listed + \$4 per sprinkler	\$ 314	100%		\$ 322		
Fire Sprinkler Systems With 10 Sprinklers or Less	Base Fee Listed + \$4 per sprinkler	\$ 314	100%		\$ 322		
Fire Sprinkler Systems With 11 Sprinklers or More	Base Fee Listed + \$4 per sprinkler	\$ 314	100%		\$ 322		
Backflow Preventer Assembly	Flat Fee	\$ 126	100%		\$ 129		
Battery Systems	Flat Fee	\$ 314	100%		\$ 322		
Compressed Gases	Flat Fee	\$ 314	100%		\$ 322		
Emergency Response Radio Coverage System	Flat Fee	\$ 314	100%		\$ 322		
Fire Alarm and Detection Systems and Related Equipment	Base Fee Listed + \$4 per sprinkler	\$ 314	100%		\$ 322		
Fire Pumps and Related Equipment	Flat Fee	\$ 314	100%		\$ 322		
Flammable and Combustible Liquids - 1st Tank	Flat Fee	\$ 314	100%		\$ 322		
Flammable and Combustible Liquids - Each Addtl Tank	Each	\$ 157	100%		\$ 161		
Hazardous Materials	Flat Fee	\$ 314	100%		\$ 322		
Industrial Ovens	Flat Fee	\$ 314	100%		\$ 322		
LP-Gas	Flat Fee	\$ 314	100%		\$ 322		
Private Fire Hydrant	Flat Fee	\$ 314	100%		\$ 322		
Spraying or Dipping Process	Flat Fee	\$ 314	100%		\$ 322		
Standpipe System	Flat Fee	\$ 314	100%		\$ 322		
Temporary Membrane Structures and Tents	Flat Fee	\$ 314	100%		\$ 322		
Underground Fireline	Flat Fee	\$ 314	100%		\$ 322		
Vegetation Management Fire Protection Plan	Flat Fee	\$ 377	100%		\$ 386		
Work (repair, replacement, relocation)	Flat Fee	\$ 157	100%		\$ 161		
Fire Inspections - Other Fire Prevention Fees							
Consultation	Flat Fee -2 hour min	\$ 251	100%		\$ 257		
Plans review	Flat Fee -2 hour min	\$ 251	100%		\$ 257		
Inspection	Flat Fee -2 hour min	\$ 251	100%		\$ 257		
Reinspection	Flat Fee -2 hour min	\$ 251	100%		\$ 257		
Investigation Fee for Performing Work Without an Approved Permit	Flat Fee	2x Normal Permit Fee + Permit Fee	100%	2x Normal Permit Fee + Permit Fee			
Inspections Outside Normal Work Hours - Early or Late Inspections on Normal Work Days	Flat Fee	\$ 359	100%		\$ 367		
Inspections Outside Normal Work Hours - Call Back or Weekend Inspections	Flat Fee	\$ 717	100%		\$ 734		
Fire/Smoke damper inspection - up to 4 dampers							No Longer provide this service
Fire/Smoke damper inspection - each additional damper							No Longer provide this service

City of San Rafael

Fire

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Fire hydrant flow test and report	Flat Fee	\$ 251	100%		\$ 257		
Exemption from the Vegetation Ordinance	Flat Fee	\$ 126	100%		\$ 129		
Multi-Family dwelling inspections	Flat Fee	\$ 153	100%		\$ 157		
Fire Inspections - SFM Fire Clearance Inspections							
Fire clearance inspection	Flat Fee	\$ 189	100%		\$ 193		
Commercial Life Safety Inspections							
Business type 1	Per Year	\$ 31	100%		\$ 32		
Business type 2	Per Year	\$ 63	100%		\$ 64		
Business type 3	Per Year	\$ 126	100%		\$ 129		
Business type 4	Per Year	\$ 251	100%		\$ 257		
Reinspection (After 2nd Reinspection)	Each	\$ 126	100%		\$ 129		
Fire and Life Safety Plan Checks							
Fire Code Review of Building Permit	% of Building Plan Check Fee		50%	50%			
Fire Services - Fire Inspections							
Liability for Persons Causing Emergencies	Flat Fee	Actual Cost	100%	Actual Cost			
Fire Watch	Flat Fee	Actual Cost	100%	Actual Cost			
Fire Services - Hazardous Materials							
Fire Code Related Hazardous Materials Inspections	No Fee	\$ -	100%	\$ -			
Hazardous Materials – Residential	Flat Fee	Actual Cost	100%	Actual Cost			
Consultative Services – Hazardous Materials	No Fee	\$ -	100%	\$ -			
Fire Services - Fire Reports							
Fire Reports	Each	\$ 39	100%		\$ 40		
Fire Services - Emergency Medical Services							
ALS Bundled Base Rate*	Flat Fee	\$ 2,075	55% 75%			\$ 2,830	increases in FBHR due to recent MOU aregements & contracts ↓
BLS Bundled Base Rate*	Flat Fee	\$ 2,075	55% 75%			\$ 2,830	
First Responder Fee*	Flat Fee	\$ 358	55% 75%			\$ 488	
Oxygen*	Flat Fee	\$ 157	55% 75%			\$ 214	
Mileage*	Per Mile	\$ 49	55% 75%			\$ 67	
Treat No Transport*	Flat Fee	\$ 423	55% 75%			\$ 577	
Fire Services							
Fire/EMS Training and Education	Flat Fee	Hourly (FBHR) + Cost of Supplies/Materials	100%	Hourly (FBHR) + Cost of Supplies/Materials			
Fire Protection Services - CSA #19**	Flat Fee	Per Contract	100%	Per Contract			
Wet Chem Hood System	Flat Fee	\$ 299	100%		\$ 306		

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Emergency Medical Services - Fees may include ambulance dispatch and fuel surcharge (mileage) component.

** Based on an agreement with County Service Area 19 (unincorporated San Rafael)

City of San Rafael
Planning Fees

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Streamlined Housing Development							
SB 330 Preliminary Application**	Deposit**	n/a	100%		2.37%	\$ 2,135	Per Ord. No. 2013 adopted 8/1/22, fee/recovery align with cost/process of Preapplication Meeting/Letter
SB 9 Housing Development Application**	Deposit**	n/a	100%			\$ 5,773	Per Ord. No. 2013 adopted 8/1/22, fee/recovery align with cost/process of Design Review by ZA
SB 9 Lot Split	Flat Fee	n/a	100%			\$ 13,776	Per Ord. No. 2013 adopted 8/1/22, fee/recovery align with cost/process of Small Subdivision
SB 35 Housing Development Application**	Deposit**	n/a	100%			\$ 15,511	Per Ord. No. 2013 adopted 8/1/22, fee/recovery align with cost/process of Design Review by PC
Mapping Subdivision							
Lot Line Adjustments & Merger	Flat Fee	\$ 6,075	100%			\$ 6,219	updated service name for clarity
Small Subdivision	Flat Fee	\$ 13,457	100%			\$ 13,776	
Tentative Map/Subdivision Map	Deposit*	\$ 17,588	100%			\$ 18,004	
Map Amendment and Extensions	Flat Fee	\$ 7,833	100%			\$ 8,019	
Certificates of Compliance	Flat Fee	\$ 5,642	100%			\$ 5,776	
Exception (Subdivision Ordinance)	Flat Fee	\$ 6,760	100%			\$ 6,920	
Development and Annexation Planning Policy							
General Plan Amendment	Deposit*	\$ 17,889	100%			\$ 18,313	aligning with zoning muni language for consistency
Development Agreement	Deposit*	\$ 28,606	100%			\$ 29,284	
Rezoning/Pre-Zoning/Preannexation	Deposit*	\$ 17,889	100%			\$ 18,313	aligning with zoning muni language for consistency
Planned Development District	Deposit*	\$ 18,879	100%			\$ 19,326	aligning with zoning muni language for consistency
Use Permit							
Use Permit - Administrative/Staff Level	Flat Fee	\$ 987	100%				staff level use permit review is no longer available
Use Permit - Administrative /Temporary	Flat Fee	\$ 1,840	100%			\$ 1,883	
Use Permit - Zoning Administrator	Flat Fee	\$ 2,707	60%			\$ 2,771	
Use Permit - Planning Commission	Flat Fee	\$ 8,815	100%			\$ 9,024	
Variances & Exceptions							
Minor Variance - Zoning Administrator	Flat Fee	\$ 4,239	100%			\$ 4,339	
Variance - Planning Commission	Flat Fee	\$ 8,815	100%			\$ 9,024	
Reasonable Accommodation Request for Disabled	Flat Fee	\$ 964	26%			\$ 987	aligning with zoning muni language for consistency
Exception (Zoning)	Flat Fee	\$ 1,840	100%			\$ 1,883	
Exception (Hillside)	Flat Fee	\$ 2,742	100%			\$ 2,807	
Design Review							
Design Review (Staff/Administrative)	Flat Fee	\$ 2,938	100%			\$ 3,008	only can be reviewed by admin or higher
Design Review - Over the Counter (Staff/Administrative)	Flat Fee	\$ 987	100%				small over counter review is free
Design Review - Staff With DRB	Flat Fee	\$ 7,650	100%				DRB (design review board) without PC dissolved Reso 15055
Design Review - Zoning Administrator	Flat Fee	\$ 5,639	100%			\$ 5,773	
Design Review - Planning Commission	Flat Fee	\$ 15,152	100%			\$ 15,511	
Conceptual Review	Flat Fee	\$ 3,000	61%				falls under design review by staff
Sign Review							
Sign Review - Staff	Flat Fee	\$ 249	100%				
Sign Review - Staff With DRB	Flat Fee	\$ 4,040	100%				DRB (design review board) without PC dissolved Reso 15055
Sign Program - Minor (Staff)	Flat Fee	\$ 1,397	100%			\$ 1,431	
Sign Program - Major (Planning Commission)	Flat Fee	\$ 8,038	100%			\$ 8,229	
Sign Review - Minor Exception	Flat Fee	\$ 1,397	100%			\$ 1,431	
Sign Review - Major Exception	Flat Fee	\$ 8,038	100%			\$ 8,229	
Temporary Banner Permit	Flat Fee	\$ 186	100%			\$ 191	
Appeal Fees							
Appeals to Planning Commission - Non-Applicant (Resident)	Flat Fee	\$ 350	5%			\$ 358	
Appeals to Planning Commission - Applicant or Non-Resident	Deposit*	\$ 5,000	65%			\$ 5,119	
Appeals to City Council - Non-Applicant (Resident)	Flat Fee	\$ 350	4%			\$ 358	
Appeals to City Council - Applicant or Non-Resident	Deposit*	\$ 5,000	57%			\$ 5,119	
Environmental Impact Fees Review							
Negative Declaration	Deposit*	\$ 17,658	100%			\$ 18,076	aligning with zoning muni language for consistency
Environmental Impact Report	Flat Fee	Consultant Cost	100%	Consultant Cost +25%			
Monitoring of Mitigation Measures And Conditions of Approval	Deposit*	\$ 6,471	100%			\$ 6,625	
General Plan Fees							
General Plan Amendment	Deposit*	\$ 17,889	100%				moved to Planning Policy to align with muni
General Plan Maintenance Fees	% of Permit Fee	35%	100%				duplicate (other is under Other Planning Services)
Other Planning Services							
Pre Application Meeting/Letter	Flat Fee	\$ 2,086	30%			\$ 2,135	
Project Selection Procedure (PSP)							No longer process these
Licensing Agreement (Outdoor Dining)	Flat Fee	\$ 1,717	100%			\$ 1,758	

City of San Rafael
 Planning Fees

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Certificate of Appropriateness for Alteration of Historic Structure	Deposit*	\$ 9,554	100%		\$ 9,780		
Certificate of Public Convenience and Necessity for Alcoholic Beverage License	Deposit*	\$ 2,992	100%		\$ 3,063		
Neighborhood Meeting	Deposit*	\$ 2,796	100%		\$ 2,862		
Contract Planner/Consultant Administration	Flat Fee	Consultant Cost +10%	100%	Consultant Cost +10%			
Planning Research	Flat Fee	Actual Cost	100%				duplicate of Planning/Zoning Research
Building Permit - Plan Checks	% of Permit Fee	20%	100%	20%			
Planning Analysis	Deposit*	Actual Cost	100%				duplicate of Planning/Zoning Research
Zoning Research	Deposit*	Actual Cost	100%				duplicate of Planning/Zoning Research
Planning/Zoning Research (includes Review of SB35 Applications)	Deposit*, Per Hour	\$ 157	100%		\$ 161		SB35 is now under it's own classification
General Plan Maintenance Fee	% of Permit Fee	35%					
Planning Review of Building Permits - Multi-Family	% of Permit Fee	10%	50%	10%			
Planning Review of Building permits - All Others	% of Permit Fee	20%	100%	20%			
Archaeology Referral	Flat Fee	\$ 80	100%		\$ 82		
Zoning Research Letter Response	Per Hour	\$ 157	100%				duplicate
Zoning Verification Letter Research Letter Response	Per 1.5 Hours	\$ 235	100%		\$ 240		updated for clarity
Small Wireless Facilities Get Permit	Deposit*	\$ 4,970	100%		\$ 5,088		updated for clarity
Telecomms Permit Wireless Communication Facilities	Flat Fee	\$ 1,000	100%		\$ 1,024		updated for clarity
Short Term Rental Registration - First Year	Flat Fee	\$ 170	100%				move to Code Enforcement/Safety
Short Term Rental - Renewal	Flat Fee	\$ 135	100%				move to Code Enforcement/Safety
Certified Massage Establishment Certificate or Operator Permit							
Certified Massage Establishment - Sole Proprietor Registration	Flat Annual Fee	\$ 299	100%				move to Code Enforcement/Safety
Certified Massage Establishment - Registration with Employees	Flat Annual Fee	\$ 290	100%				move to Code Enforcement/Safety
Certified Massage Establishment - Changes to File/Business	Flat Annual Fee	\$ 25	100%				move to Code Enforcement/Safety
Certified Massage Establishment - time extension	% of Original Fee	50%					move to Code Enforcement/Safety

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Consultant costs will be charged to the deposit account plus 25% to cover contract administration and review of consultant work product.

** Deposit to be charged on an hourly basis

Note: Multiple application discount: when multiple applications are filed simultaneously, a 25% discount on each deposit-based application type will apply.

City of San Rafael
Community Development - Building & Safety Services

				Current Fee			Proposed Fees			Notes
Service Name	Fee Description	Fee	Recovery %				No Change	CPI	Other	
Valuation-Based Building Permit Fees				Incremental Fees to Add to Base Fee						
Up to \$2,000.00	Flat Fee	\$ 247.00	100%					2.37%		
\$2,000.01 to \$25,000	Base Fee	\$ 247.00	100%	\$ 24.00	per each additional \$1,000 above \$2,000		\$ 253			
\$25,000.01 to \$50,000.00	Base Fee	\$ 799.00	100%	\$ 11.55	per each additional \$1,000 above \$25,000		\$ 805			
\$50,000.01 to \$100,000.00	Base Fee	\$ 1,087.75	100%	\$ 16.07	per each additional \$1,000 above \$50,000		\$ 1,093.75			Auto calculated fees based on the flat fee + incremental
\$100,000.01 to \$500,000.00	Base Fee	\$ 1,891.25	100%	\$ 7.36	per each additional \$1,000 above \$100,000		\$ 1,897.25			
\$500,000.01 to \$1,000,000.00	Base Fee	\$ 4,835.25	100%	\$ 13.56	per each additional \$1,000 above \$500,000		\$ 4,841.25			
\$1,000,000.01 to \$5,000,000.00	Base Fee	\$ 11,615.25	100%	\$ 4.19	per each additional \$1,000 above \$1M		\$ 11,621.25			
Greater than \$5,000,000.00	Base Fee	\$ 28,375.25	100%	\$ 4.19	per each additional \$1,000 above \$5M		\$ 28,381.25			
Valuation-Based Plan Check Fees										
Building/Structural	% of Bldg Prmt	65%	100%				65%			no change
Energy	% of Bldg Prmt	10%	100%				10%			no change
Additional Plan Review	Hourly, 1/2 hr. min.	\$ 179	100%				\$ 184			
Renewables*										
Photovoltaic Residential System - 15kW or less	Base Fee	\$ 450	n/a				\$ 450			set by State, no change
Photovoltaic Residential System - Larger than 15kW	Base Fee + Rate/kW	\$450 + \$15 per kW above 15kW	n/a				\$450 + \$15 per kW above 15kW			set by State, no change
Photovoltaic Commercial System - 50kW or less	Base Fee	\$ 1,000	n/a				\$ 1,000			set by State, no change
Photovoltaic Commercial System - 51kW - 250kW	Base Fee + Rate/kW	\$1,000 + \$7 per kW above 50kW	n/a				\$1,000 + \$7 per kW above 50kW			set by State, no change
Photovoltaic Commercial System - Larger than 250kW	Base Fee + Rate/kW	\$2,400 + \$5 per kW above 250kW	n/a				\$2,400 + \$5 per kW above 250kW			set by State, no change
Solar Thermal Residential System - 10kW or less	Base Fee	\$ 450	n/a				\$ 450			set by State, no change
Solar Thermal Residential System - Larger than 10kW	Base Fee + Rate/kW	\$450 + \$15 per kW above 10kW	n/a				\$450 + \$15 per kW above 10kW			set by State, no change
Solar Thermal Commercial System - 30kW or less	Base Fee	\$ 1,000	n/a				\$ 1,000			set by State, no change
Solar Thermal Commercial System - 31kW - 260kW	Base Fee + Rate/kW	\$1,000 + \$7 per kW above 30kW	n/a				\$1,000 + \$7 per kW above 30kW			set by State, no change
Solar Thermal Commercial System - Larger than 260kW	Base Fee + Rate/kW	\$2,610 + \$5 per kW above 260kW	n/a				\$2,610 + \$5 per kW above 260kW			set by State, no change
Mechanical, Electrical and Plumbing Permits										
See Exhibits A2, A3 and A4										
Residential Building Reports (Non-Refundable)										
Appeal	Flat Fee	\$ 100	50%				\$ 102			
Single Family, Duplex (per unit)	Flat Fee	\$ 350	75%				\$ 358			
Multi-Family - First Unit	Flat Fee	\$ 330	71%				\$ 338			
Multi-Family - Each Additional Unit	Each	\$ 40	100%				\$ 41			
Condominiums	Flat Fee	\$ 350	75%				\$ 358			
Other Fees										
Inspections Outside Normal Hours - After Hours	Hourly, 2 hr min.	\$ 269	100%				\$ 275			
Inspections Outside Normal Hours - Weekends/Holidays	Hourly, 2 hr min.	\$ 359	100%				\$ 367			
Reinspection Fee	Hourly, 1 hr. min.	\$ 179	100%				\$ 184			
Administrative Review***	Hourly, 1/2 hr. min.	\$ 194	100%				\$ 198			
Permit Renewal Fee (for expired permits) - 2 year permit	% of Permit	15%	75%				15%			
Board of Appeals Fee	Flat Fee	\$ 1,000	17%				\$ 1,024			
Software Integration and Support fee**	% Applied Against All Permit Fees	5%	100%				5%			
Building Investigation Fee	Flat Fee	3x Building Permit Fee	100%				3x Building Permit Fee			
Massage Establishments Operator Permits										
Certified Massage Establishment - Sole Proprietorship - 1st Location, New Owner	Flat Fee	\$ 350	n/a							Moved from PD / Consultant cost lower than PD FBHR
Certified Massage Establishment - Sole Proprietorship Registration (No Employees)	Flat Annual Fee Per Location	\$ 203	100%				\$ 208			
Certified Massage Establishment - Registration with Employees	Flat Annual Fee Per Location	\$ 290	100%				\$ 297			

City of San Rafael
Community Development - Building & Safety Services

Service Name	Fee Description	Current Fee		Proposed Fees			Notes
		Fee	Recovery %	No Change	CPI	Other	
Certified Massage Establishment - Sole Proprietorship - Additional Location(s)[†]	Each	\$ 350	n/a				Moved from PD / Consultant cost lower than PD FBHR
Certified Massage Establishment - Sole Proprietorship - Renewal per Location[†]	Each	\$ 62.50	100%				Moved from PD, Code Enforcement's renewal process is more robust
Certified Massage Establishment - Changes to File/Business	Flat Fee Each	\$ 25	100%		\$ 26		
Certified Massage Establishment - Time Extension	% of Original Fee		50%	50%			
Short Term Rentals							
Short Term Rental Registration - First Year	Flat Fee	\$ 170	100%		\$ 174		
Short Term Rental - Renewal	Flat Fee	\$ 135	100%		\$ 138		

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Fee and Rate set by the State

** New fee to fund new and routine upgrades to Permit Management System, Electronic Plan Review Software, Digital Inspection Software, Record Digitalization, Software integrations, and Enterprise Resource Planning System.

*** All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of CD staff. The applicant is responsible for reimbursement of any fees accrued by external consultants to be charged at \$194/hr

Note: State mandated charges will be added to the building permit fees pursuant to state law as follows, or as state law may hereafter be amended:

CA Green Building Fund:

\$4 for every \$100,000 valuation (minimum of \$1 regardless of valuation).

10% of surcharge retained by City for administrative costs, code enforcement education, etc., per statute Health & Safety Code Section 18931.6)

S.M.I.P.:

0.013% (\$13 per \$100,000) of valuation for residential occupancies of no more than 3 stories

0.028% (\$28 per \$100,000) of valuation for all other occupancies

5% of surcharge retained by the City for data utilization, seismic mapping, etc.; per statute.

(Public Resources Code Section 2705)

† Annual Fee Applies to:

a) a home-based business location where the massage establishment owner provides on-site and/or outcall services

b) a commercial-based location where the massage establishment owner rents/leases commercial space shared with another massage establishment owner - sole proprietorship, or another non-massage establishment

EXHIBIT A2
City of San Rafael
Mechanical Permit Fees

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
		Fee	No Change	CPI 2.37%	Other	
Furnace or Heater						
Up to 100,000 BTU	Flat Fee	\$ 20		\$ 20		
Over 100,000 BTU	Flat Fee	\$ 24.70		\$ 25		
Floor Furnace	Flat Fee	\$ 19		\$ 19		
Wall Furnace, Unit Heater	Flat Fee	\$ 19		\$ 19		
Furnace/AC Alteration or Repair	Flat Fee	\$ 19		\$ 19		
Diffuser	Each	\$ 1.60		\$ 2		
Gas Piping						
Up to 4 outlets	Flat Fee	\$ 6.30		\$ 6.45		
Additional Outlets	Each	\$ 1.60		\$ 2		
Boiler, Compressor, Refrigeration						
0-3 Hp 100M BTU	Flat Fee	\$ 20		\$ 20		
4-15 Hp 100-500M BTU	Flat Fee	\$ 37.25		\$ 38		
16-30 Hp 500-1000M BTU	Flat Fee	\$ 51		\$ 52		
31-50 Hp 1000-1750M BTU	Flat Fee	\$ 75.60		\$ 77		
Over 50Hp or 1750M BTU	Flat Fee	\$ 126.50		\$ 129		
Air Handlers						
Under 10,000 CFM	Flat Fee	\$ 14.70		\$ 15		
Over 10,000 CFM	Flat Fee	\$ 24.70		\$ 25		
Other						
Evaporative Coolers	Flat Fee	\$ 14.70		\$ 15		
Ventilation Hoods	Flat Fee	\$ 14.70		\$ 15		
Appliance Vent or Fan	Flat Fee	\$ 10		\$ 10		
Ventilation System - Not Part of Furnace	Flat Fee	\$ 14.70		\$ 15		
Other Not Listed	Flat Fee	\$ 14.70		\$ 15		
Special Inspection (Initial or Reinspection)	Flat Fee	\$ 67.70		\$ 69		

EXHIBIT A2
City of San Rafael
Mechanical Permit Fees

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
		Fee	No Change	CPI	Other	
Permit Fee						
Normal	Flat Fee	\$ 32		\$ 33		
Supplemental	Flat Fee	\$ 10		\$ 10		
Minimum	Flat Fee	\$ 125		\$ 128		
Footnotes						

FBHR = Fully Burdened Hourly Rate For Staff Positions

EXHIBIT A3
City of San Rafael
Electrical Permit Fees

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee		No Change	CPI	Other	
New Residential Construction/Addition					2.37%		
Multi Family	Per SQFT	\$	0.068		\$ 0.070		
Single Fmaly	Per SQFT	\$	0.077		\$ 0.079		
Photovoltaic Systems							
Residential	Flat Fee	\$	169.50		\$ 174		
Commercial	Flat Fee	\$	968.60		\$ 992		
Carnivals & Circuses							
Generators, Electric Slides	Flat Fee	\$	32		\$ 33		
Booths	Each	\$	10		\$ 10		
Outlets: Plugs & Switches							
First 20	Each	\$	1.60		\$ 2		
Each Additional	Each	\$	1.05	\$ 1.05			no change, cpi too small inc.
Fixtures							
First 20	Each	\$	1.60		\$ 2		
Each Additional	Each	\$	1.05	\$ 1.05			no change, cpi too small inc.
Pole Lights	Each	\$	1.60		\$ 2		
Appliances < 1 (Hp) (KW) (KVA)							
Residential	Each	\$	6.30		\$ 6.45		
Non-Residential	Each	\$	6.30		\$ 6.45		
Power Apparatus (Hp or KW)							
Up to 1	Each	\$	6.30		\$ 6.45		
Over 1 but Not Over 10	Each	\$	16.80		\$ 17		
Over 10 but Not Over 50	Each	\$	33.60		\$ 34		
Over 50 but Not Over 100	Each	\$	67.70		\$ 69		
Over 100	Each	\$	102		\$ 104		
Signs, One Circuit							
Circuit or Subfeed	Each	\$	24.70		\$ 25		
Services							
< 600V, up to 200A	Flat Fee	\$	37.25		\$ 38		
< 600V, 200A to 1000A	Flat Fee	\$	75.60		\$ 77		
> 600V or over 1000A	Flat Fee	\$	151.70		\$ 155		
Additional Meters	Each	\$	10		\$ 10		
Other							

EXHIBIT A3
City of San Rafael
Electrical Permit Fees

Service Name	Fee Description	Current Fee	Proposed Fee			Notes
		Fee	No Change	CPI	Other	
Busways 100 ft of fraction	Each	\$ 10		\$ 10		
Swimming Pools	Flat Fee	\$ 67.70		\$ 69		
Temporary Power Pole	Flat Fee	\$ 32		\$ 33		
Temporary Lighting, Christmas Tree Lots	Flat Fee	\$ 16.80		\$ 17		
Miscellaneous Apparatus/Panels	Flat Fee	\$ 24.70		\$ 25		
Special Inspection (Initial or Reinspection)	Hourly	FBHR	FBHR			no change
Permit Fee						
Normal	Flat Fee	\$ 32		\$ 33		
Supplemental	Flat Fee	\$ 10		\$ 10		no change, cpi too small inc.
Minimum	Flat Fee	\$ 125		\$ 128		

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

EXHIBIT A4
City of San Rafael
Plumbing Permit Fees

		Current Fee	Proposed Fee			
Service Name	Fee Description	Fee	No Change	CPI 2.37%	Other	Notes
Gas Piping						
1 to 5 Outlets	Flat Fee	\$ 7		\$ 7		
Additional Outlets	Each	\$ 1.60		\$ 2		
Backflow Prevention						
2" or less	Flat Fee	\$ 9.50		\$ 10		
Over 2"	Flat Fee	\$ 20.50		\$ 21		
Medical Gas System						
1 to 5 Outlets	Flat Fee	\$ 68.25		\$ 70		
Additional Outlets	Each	\$ 7		\$ 7		
Other						
Water Closets	Flat Fee	\$ 9.50		\$ 10		
Wash Basins	Flat Fee	\$ 9.50		\$ 10		
Tubs/showers	Flat Fee	\$ 9.50		\$ 10		
Sinks	Flat Fee	\$ 9.50		\$ 10		
Floor Drains	Flat Fee	\$ 9.50		\$ 10		
Grease Trap	Flat Fee	\$ 9.50		\$ 10		
Other Fixtures or Traps	Flat Fee	\$ 9.50		\$ 10		
Sewage Ejector	Flat Fee	\$ 54.60		\$ 56		
Building Sewer	Flat Fee	\$ 20.50		\$ 21		
Private Sewage System	Flat Fee	\$ 54.60		\$ 56		
Water Heater	Flat Fee	\$ 9.50		\$ 10		
Water Piping	Flat Fee	\$ 9.50		\$ 10		
Repair, Waste & Vents	Flat Fee	\$ 9.50		\$ 10		
Vacuum Breaker 1 - 2	Flat Fee	\$ 7		\$ 7		
Rainwater System (inside)	Per Drain	\$ 9.50		\$ 10		
Graywater System	Flat Fee	\$ 54.60		\$ 56		
Lawn Sprinkler System	Flat Fee	\$ 9.50		\$ 10		

EXHIBIT A4
City of San Rafael
Plumbing Permit Fees

		Current Fee		Proposed Fee			
Service Name	Fee Description	Fee		No Change	CPI	Other	Notes
Special Inspection (Initial or Reinspection)	Hourly	FBHR		FBHR			
Permit Fee		0	12340.57575				
Normal	Flat Fee	\$	32		\$ 33		
Supplemental	Flat Fee	\$	10		\$ 10		
Minimum	Flat Fee	\$	125		\$ 128		

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

City of San Rafael
Public Works

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
Document/Information Services							
8.5" x 11"	Per Page	\$ 0.15	100%	\$ 0.15			no change
11" x 17"	Per Page	\$ 0.20	100%	\$ 0.20			no change
24" x 36"	Per-Plot	\$ 0.26	100%				Department no longer can accommodate
36" x 48"	Per-Plot	\$ 1.0	100%				Department no longer can accommodate
Public Records Request ¹	Per Page	\$ 0.15	100%	\$ 0.15			no change
Property Information Request	Per Request	\$ 208	100%		\$ 213		
Flood Plain Letter Response	Per Response	\$ 227	100%		\$ 232		
Custom Map/ Document Production	Per Hour	True Hourly	100%	True Hourly			
Transportation Services							
Oversize Load Review - Single Trip*	Flat Fee	\$ 16	19%		\$ 16		
Oversize Load Review - Annual*	Flat Fee	\$ 92	36%		\$ 94		
Oversize Load Review - Repetitive (6 Month Max)*	Flat Fee	\$ 92	36%		\$ 94		
Police Escort Services	Base Fee Listed + Hourly, 2 hrs. min.	\$ 348	100%		\$ 356		
Utility/Special District Encroachment Permits							
Encroachment Permit - Includes Review of 1 Traffic Control Plan (TCP)	Flat Fee	\$ 986	100%		\$ 1,009		
Each Additional Review of TCP	Each	\$ 411	100%		\$ 421		
Temporary Encroachment Permit²							
Small - Debris or Moving Boxes and Parking Changes	Flat Fee	\$ 50	29%		\$ 51		
Standard - All Other (Up to \$20K of improvements/Infrastructure. Greater than \$20k See Right-Of-Way Improvements Section)	Flat Fee	\$ 358	100%		\$ 367		
Other Encroachment Permits							
Minor Continuing Encroachment Permits	Flat Fee	\$ 493	100%		\$ 505		
Revocable License Agreements for Major Continuing Encroachment	Flat Fee	\$ 2,435	100%		\$ 2,493		
PW Review of Building and Planning Permit³							
Full Review ⁴	Per Review	\$ 454	100%		\$ 465		
Over the Counter Review	Per Review	\$ 113	100%		\$ 116		
Construction Inspection - Onsite Improvements	When Required, Per Inspection	\$ 164	100%		\$ 168		
Flood Zone Project	Flat Fee	\$ 340	100%		\$ 348		
Hydrology Study	Flat Fee	\$ 454	100%				Now through 3rd Party & covered by "Consultant 3rd Party Review" fee line
Traffic Study: Assumptions Memo	Flat Fee	\$ 817	100%				Now through 3rd Party & covered by "Consultant 3rd Party Review" fee line
Traffic Study: Impact Report	Flat Fee	\$ 4,086	100%				Now through 3rd Party & covered by "Consultant 3rd Party Review" fee line
E.12 Regulated Project/Stormwater Control Plan	Flat Fee	\$ 1,134	100%		\$ 1,161		
Geotechnical Study	Flat Fee	\$ 680	100%				Now through 3rd Party & covered by "Consultant 3rd Party Review" fee line
3rd Party Geotechnical Peer Review	Flat Fee	Actual Cost + 20% Admin. Fee	100%				Now through 3rd Party & covered by "Consultant 3rd Party Review" fee line
Consultant 3rd Party Review	Flat Fee	Actual Cost + 20% Admin. Fee	100%	Actual Cost + 20% Admin. Fee			
City Surveyor Review	Flat Fee	Consultant Actual Cost + 20% Admin. Fee	100%	Consultant Actual Cost + 20% Admin. Fee			
Parcel Map Plan Check (Minor Subdivision)	Flat Fee Deposit + Hourly	\$ 1,134	100%	\$ 1,161			changed for uniformity
Final Map Plan Check (Major Subdivision)	Deposit + Hourly	\$ 1,815	100%	\$ 1,858			
Lot Line Adjustment Review	Flat Fee Deposit + Hourly	\$ 1,134	100%	\$ 1,161			changed for uniformity
Tentative Map Review	Deposit + Hourly	\$ 1,815	100%	\$ 1,858			
Easement Review	Deposit + Hourly	\$ 1,134.00	100%	\$ 1,161			was under 3rd party, now done in-house
Right-of-Way Improvements/Infrastructure - Plan Checking and Inspection							
\$0 - \$20k Cost of Improvements	Flat Fee	See Temp. Encroachment Permits Section					

City of San Rafael
Public Works

Service Name	Fee Description	Current Fee		Proposed Fee			Notes
		Fee	Recovery %	No Change	CPI	Other	
\$20k - \$50k Cost of Improvements	Flat Fee	\$ 618	100%		\$ 632		
\$50k - \$100k Cost of Improvements	Flat Fee	\$ 1,235	100%		\$ 1,265		
\$100k+ Cost of Improvements	Deposit + Hourly	\$ 4,942	100%		\$ 5,059		
Improvement/Subdivision Inspections							
Curb and Gutter Inspection:							
— Projects under \$5,000							
— Projects over \$5,000							
Sidewalk Inspection:							
— Projects under \$5,000							
— Projects over \$5,000							
Driveway Approaches:							
— Projects under \$5,000							
Information Request Services							
— Projects over \$5,000							
Multiple Driveways							
— Projects under \$5,000							
— Projects over \$5,000							
Grading Permits - Plan Check and Inspections (includes NPDES)							
Permit and Plan Check	Flat Fee	\$ 782	100%		\$ 800		
Seasonal Grading Inspections (Rain Seasons)	Per Rainy Season (Oct 15 - Apr 15)	\$ 1,563	100%		\$ 1,600		
Water Use Permits							
Water Course Permits	Flat Fee	\$ 454	100%		\$ 465		
Tide Land Permits - Dredged Material	Flat Fee	\$ 618	100%		\$ 632		
Tide Land Permits - Other Tidelands Permits	Deposit Listed + Hourly	\$ 618	100%		\$ 632		
Streetary Permits							
Application Fee	Flat Fee	\$ 2,000	100%		\$ 2,047		
Annual Encroachment Lease Fee	Flat Annual Fee	\$ 3,600	n/a		\$ 3,685		
Deposit	Flat Fee	\$ 2,000	n/a		\$ 2,047		
Special Studies							
Special Studies (Reimbursement)	Flat Fee	Actual Cost + 20% Surcharge	100%	Actual Cost + 20% Surcharge			
Other Fees							
Special Event Setup	Flat Fee	Actual Cost of Labor & Materials	100%			Actual Cost of Labor & Materials	historically majority of work done by recreation but has transitioned to DPW
Special Event Traffic Control Plan	Flat Fee	Staff Time Actual Cost	100%			Staff Time Actual Cost	does not fall under the "utility/special district" category already in place

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* Set by the State

- Public Records Request fees may be waived at the City's sole discretion for requests totaling fewer than 50 pages per request.
- Temporary Encroachment Permit Fees: there is no charge for debris boxes if placed on private property.
PW Review of Building & Planning Permit - All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of Department of Public Works staff. The applicant is responsible for reimbursement of any fees accrued by external consultants or City Surveyor.
- Fee is per review. Fee may be charged several times if there are multiple reviews of the project.

City of San Rafael
Admin Citations

Muni	Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			Fee	No Change	CPI	Other	
Chapter 4 Muni Code Regulations						2.37%	
04.08.020	Uniform Fire Code Violation - Sections 103.43.2, 103.43.3, 103.43.4	Flat Fee	\$ 500	\$ 500			
Riding Skateboard, Roller-Skates or EPAMD on Posted Sidewalk, Street, or Other Public Place							
05.34.010	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
Riding Bicycle, Roller-Skates, Skateboard, or EPAMD on Sidewalk or Public Place In Violation of Vehicle/Pedestrian Right of Way							
05.24.030	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
Pedestrian Failing to Use Crosswalk							
05.36.020	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
05.36.030	Crossing Roadway at Other than Rigt Angles						
	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
05.36.040	Standing in Roadway						
	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
Other Chapter 5 Muni Code Regulations							
05.12.050	Unauthorized Person Directing Traffic	Flat Fee	\$ 275	\$ 275			
05.32.030	Vehicle Driven on Sidealk	Flat Fee	\$ 275	\$ 275			
06.10.010	Marin County Animal Code - 8.04.179, 8.04.240, & 8.04.245						
	First Offense	Flat Fee	\$ 50	\$ 50			
	Second Offense	Flat Fee	\$ 100	\$ 100			
	Thrid & Additional Offense	Each	\$ 250	\$ 250			
06.10.010	Marin County Animal Code						
	8.04.180	Flat Fee	\$ 325	\$ 325			
	8.04.181	Flat Fee	\$ 325	\$ 325			
	8.12.010	Flat Fee	\$ 325	\$ 325			
	8.12.020	Flat Fee	\$ 325	\$ 325			
06.10.030	Leash Violation						
	First Offense	Flat Fee	\$ 50	\$ 50			
	Second & Additional Offense	Flat Fee	\$ 100	\$ 100			

City of San Rafael
Admin Citations

Muni	Service Name	Fee Description	Current Fee		Proposed Fee			Notes
				Fee	No Change	CPI	Other	
06.10.040	Dogs Prohibited at Downtown Farmer's Market & Other Special Events							
	First Offense	Flat Fee	\$	50	\$	50		
	Regulations for Parks, etc.							
08.10.100 (F & I)	Destruction/Removal of Plants or Other Public Property	Flat Fee	\$	500	\$	500		
08.10.090.E	Guns & Dangerous Instruments	Flat Fee	\$	500	\$	500		
08.10.020-.050 & .080-.170	All Other - First Offense	Flat Fee	\$	50	\$	50		
	All Other - Second Offense	Flat Fee	\$	100	\$	100		
	All Other - Thrid & Additional Offense	Each	\$	250	\$	250		
08.12.210	Trespassing Upon Private Property Prohibited							
	First Offense	Flat Fee	\$	275	\$	275		
	Second & Additional Offense	Each	\$	500	\$	500		
08.14.110	Smoking Ordinance Violation							
	First Offense	Flat Fee	\$	100	\$	100		
	Second Offense	Flat Fee	\$	200	\$	200		
	Thrid & Additional Offense	Each	\$	500	\$	500		
08.30.020	Human Habitation of a Vehicle							
	First Offense	Flat Fee	\$	50	\$	50		
	Second & Additional Offense	Each	\$	200	\$	200		
	Other Chapter 8 Muni Code Regulations							
08.12.080	Bill Posting & Political Signs on Public Property Prohibited	Flat Fee	\$	325	\$	325		
08.12.110	Unlawful to Place Obstructions on Sidewalks	Flat Fee	\$	325	\$	325		
08.12.120	Duty to Trim Sidewalk Trees & Hedges	Flat Fee	\$	275	\$	275		
08.12.170	Discharge of Gun, Pistols, & Other Weapons Prohibited	Flat Fee	\$	500	\$	500		
08.13.030	Loud or Unusual Noise	Flat Fee	\$	275	\$	275		
08.13.040	General Noise Limit	Flat Fee	\$	275	\$	275		
08.35.030	Graffiti Ordinance	Flat Fee	\$	250	\$	250		
09.12.030	Deposit/Maintenance of Offensive Substances							
	First Offense	Flat Fee	\$	275	\$	275		
	Second & Additional Offense	Each	\$	500	\$	500		
09.12.034	Littering in Public Places							
	First Offense	Flat Fee	\$	50	\$	50		
	Second Offense	Flat Fee	\$	100	\$	100		
	Thrid & Additional Offense	Each	\$	250	\$	250		
	Other Chapter 9 Muni Code Regulations							
09.12.036	Merchant's Duty to Keep Sidewalks Free of Litter	Flat Fee	\$	275	\$	275		
09.12.040	Maintenance of Weeds/Deleterious Growth Prohibited	Flat Fee	\$	325	\$	325		
09.19.050	Dumping/Burying of Solid Waste Prohibited	Flat Fee	\$	325	\$	325		
09.19.060	Accumulation of Solid Waste Prohibited	Flat Fee	\$	325	\$	325		
09.19.070	Buring of Solid Waste Prohibited	Flat Fee	\$	325	\$	325		

City of San Rafael
Admin Citations

Muni	Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			Fee	No Change	CPI	Other	
09.19.190	Weekly Garbage Service Required	Flat Fee	\$ 325	\$ 325			
09.20.020	Dumping of Pollutants into Water Control System Prohibited	Flat Fee	\$ 500	\$ 500			
09.22.050	Refusal to Pay Household Hazardous Waste Fee	Flat Fee	\$ 275	\$ 275			
	Falsification of Household Hazardous Waste	Flat Fee	\$ 275	\$ 275			
09.23.050	Falsification of Conditionally Exempt Small Quantity Generator Waste	Flat Fee	\$ 275	\$ 275			
09.30.060	Discharge of Pollutants Prohibited	Flat Fee	\$ 500	\$ 500			
	Chapter 10 Muni Code Regulations						
10.04.210	Business License Required	Flat Fee	\$ 325	\$ 325			
	Chapter 12 Muni Code Regulations						
12.12 - 12.38	Building Regulations	Flat Fee	\$ 500	\$ 500			
	Land Use Regulations						
14.04.020	Residential	Flat Fee	\$ 325	\$ 325			
14.05.020 - .022	Commercial	Flat Fee	\$ 325	\$ 325			
14.06.020	Industrial	Flat Fee	\$ 325	\$ 325			
14.08.020	Marine Related	Flat Fee	\$ 325	\$ 325			
14.09.020	Public/Quasi	Flat Fee	\$ 325	\$ 325			
14.10.020	Parks/Open Space	Flat Fee	\$ 325	\$ 325			
14.11.020	Water	Flat Fee	\$ 325	\$ 325			
14.13.030	Wetland Overlay	Flat Fee	\$ 325	\$ 325			
	Signs						
14.19.041	Permit Required	Flat Fee	\$ 325	\$ 325			
14.19.053	Location, Placement, & Design	Flat Fee	\$ 325	\$ 325			
14.19.070	Temporary Sign Standards	Flat Fee	\$ 325	\$ 325			
14.19.080	Prohibited Signs	Flat Fee	\$ 325	\$ 325			
	Other Chapter 14 Muni Code Regulations						
14.16.020	Accessory Structures	Flat Fee	\$ 500	\$ 500			
14.16.140	Fences	Flat Fee	\$ 300	\$ 300			
14.16.220	Home Occupation Ordinance	Flat Fee	\$ 325	\$ 325			
14.16.250	Motor Vehicle Maintenance & Storage in Residential Districts	Flat Fee	\$ 275	\$ 275			
14.16.285	Second Dwelling Unit Standards	Flat Fee	\$ 500	\$ 500			
14.17.020	Animal Keeping	Flat Fee	\$ 325	\$ 325			
14.22.070	Use Permits - Conditions of Approval	Flat Fee	\$ 325	\$ 325			
14.23.060	Variances - Conditions of Approval	Flat Fee	\$ 325	\$ 325			
14.24.050	Exceptions - Conditions of Approval	Flat Fee	\$ 325	\$ 325			
14.25.020	Environmental Design Review Permits	Flat Fee	\$ 325	\$ 325			
14.25.040	Improvements Subject to Review	Flat Fee	\$ 325	\$ 325			
14.25.080	Environmental Design Review - Conditions of Approval	Flat Fee	\$ 325	\$ 325			
14.30.040	Failure to Comply with Conditions of any Permit or Approval	Flat Fee	\$ 325	\$ 325			
17.20.060	Obstruction in Water & Sunken Vessels						
	First Offense	Flat Fee	\$ 275	\$ 275			

City of San Rafael
Admin Citations

Muni	Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			Fee	No Change	CPI	Other	
17.20.070	Second & Additional Offense	Each	\$ 500	\$ 500			
	Dangerous & Disabled Vessels						
	First Offense	Flat Fee	\$ 275	\$ 275			
17.30.010	Second & Additional Offense	Each	\$ 500	\$ 500			
	Vessel Speed Restrictions						
	First Offense	Flat Fee	\$ 50	\$ 50			
	Second & Additional Offense	Each	\$ 100	\$ 100			
Other Chapter 17 Muni Code Regulations							
17.10.030	Dredging, Dumping, Excavating, Constructing without a City Tidelands Permit	Flat Fee	\$ 500	\$ 500			
17.20.050	Anchoring & Mooring Prohibited	Flat Fee	\$ 275	\$ 275			
Open Space Lands							
19.10.060(10)	Destruction of Property	Flat Fee	\$ 500	\$ 500			
19.10.060(18)	Hunting & Dangerous Weapons	Flat Fee	\$ 500	\$ 500			
19.10.060(1-9)(11-17)(19-30)		Flat Fee					
	Other Regulations - First Offense		\$ 50	\$ 50			
	Other Regulations - Second Offense		\$ 100	\$ 100			
	Other Regulations - Third & Additional Offense		\$ 250	\$ 250			

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

City of San Rafael

Maintenance Services - Sewer & Drainage

Muni	Service Name	Fee Description	Current Fee	Proposed Fee			Notes
			Fee	No Change	CPI	Other	
Maintenance Services							
	Sewer Service - San Rafael Sanitation District*		Full Cost Recovery Using Business Cost Study Data	Full Cost Recovery Using Business Cost Study Data	2.37%		
	Drainage - Storm Water**	Per EDU	\$ 28	\$ 28			

Footnotes

FBHR = Fully Burdened Hourly Rate For Staff Positions

* *Subject to Negotiations with SRSD Board*

** *Subject to Proposition 218 Requirements*

Recreation & Childcare Fee Schedules - Current vs. Proposed effective 1/1/2025 except where noted		Current 2024 Fees		Proposed Fees Effective 01/01/2025		
Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	Rationale for change
08.00.01 - Contract Programs and Classes	Variable	City retains between 20% to 40% of cost of program provider as fee - subject to individual negotiation		City retains between 20% to 40% of cost of program provider as fee - subject to individual negotiation		No Change

		Current 2024 Fees		Proposed Fees Effective 01/01/2025		
Fee Category	Unit of Measure	Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	Rationale for change
08.00.02 - Facility Reservation Fees						
Miscellaneous Facility Fees						
Refundable reservation/damage deposit for San Rafael Auditorium	Flat Rate	\$1,000	\$1,000	\$1,000	\$1,000	No Change - Deposit Fee Only
Refundable reservation/damage deposit for San Rafael Clubrooms	Per room	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Refundable reservation/damage deposit for Boro Auditorium/Gym	Flat Rate	\$500	\$1,000 (commercial use, non-resident private groups, and outside nonprofits)	\$500	\$1,000 (commercial use, non-resident private groups, and outside nonprofits)	No Change - Deposit Fee Only
Refundable reservation/damage deposit for Boro Classrooms	Per room	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Refundable reservation/damage deposit for Terra Linda Clubrooms	Per room	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Staff attendant fee	Per Hour	\$26	\$26	\$32	\$32	Increased Personnel Expense - Based on Fully Burdened Hourly Rate of a Facility Attendant at mid-step
San Rafael Community Center						
Auditorium						
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$93	\$103	\$107	\$118	15% Increase based on market rate analysis
Private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$113	\$124	\$130	\$143	15% Increase based on market rate analysis
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$134	\$144	\$154	\$170	15% Increase based on market rate analysis
Clubroom, Lounge						
Non-profit organizations	Per room, per hour	\$31	\$36	\$33	\$36	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Per room, per hour	\$41	\$46	\$43	\$47	5% increase based on Market Rate Analysis
Commercial groups	Per room, per hour	\$57	\$62	\$60	\$66	5% increase based on Market Rate Analysis
Kitchen with Facility Rental						
Non-profit organizations	Flat Rate	\$124	\$134	\$130	\$143	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Flat Rate	\$155	\$165	\$163	\$179	5% increase based on Market Rate Analysis
Commercial groups	Flat Rate	\$185	\$196	\$194	\$214	5% increase based on Market Rate Analysis
Lonatase Garden (fees apply if not in conjunction with Auditorium Rental)						
Non-profit organizations	Per Hour	\$26	\$31	\$27	\$30	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Per Hour	\$36	\$41	\$38	\$42	5% increase based on Market Rate Analysis
Commercial groups	Per Hour	\$46	\$52	\$48	\$53	5% increase based on Market Rate Analysis
Albert J Boro Community Center						
Auditorium/Multi-Purpose Room						
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$47	\$52	\$53	\$59	Per Council direction, based on 50% of the regular SRCC Fees
Resident private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$57	NA	\$65	NA	Per Council direction, based on 50% of the regular SRCC Fees
Non-Resident private use & outside non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	NA	\$124	NA	\$124	5% increase based on Market Rate Analysis
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$134	\$144	\$141	\$155	5% increase based on Market Rate Analysis
Classroom						
Non-profit organizations	Per room, per hour	\$16	\$19	\$17	\$19	Per Council direction, based on 50% of the regular SRCC Fees
Resident private use & non-profit fundraising events	Per room, per hour	\$21	NA	\$22	NA	Per Council direction, based on 50% of the regular SRCC Fees
Non-Resident private use & outside non-profit fundraising events	Per room, per hour	NA	\$46	NA	\$47	5% increase based on Market Rate Analysis

Commercial groups	Per room, per hour	\$57	\$62	\$60	\$66	5% increase based on Market Rate Analysis
Kitchen with Facility Rental						
Non-profit organizations	Flat Rate	\$62	\$67	\$65	\$72	Per Council direction, based on 50% of the regular SRCC Fees
Resident private use & non-profit fundraising events	Flat Rate	\$78	NA	\$81	NA	Per Council direction, based on 50% of the regular SRCC Fees
Non-Resident private use & outside non-profit fundraising events		NA	\$165	NA	\$173	5% increase based on Market Rate Analysis
Commercial groups	Flat Rate	\$185	\$196	\$194	\$214	5% increase based on Market Rate Analysis
Gymnasium						
Non-profit organizations	Per Hour (4 hr min Sat & Sun)	\$41	\$46	\$43	\$47	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Per Hour (4 hr min Sat & Sun)	\$52	\$57	\$55	\$60	5% increase based on Market Rate Analysis
Commercial groups	Per Hour (4 hr min Sat & Sun)	\$77	\$82	\$81	\$89	5% increase based on Market Rate Analysis
Terra Linda Community Center						
Clubroom						
Non-profit organizations	Per room, per hour	\$31	\$36	\$33	\$36	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Per room, per hour	\$41	\$46	\$43	\$47	5% increase based on Market Rate Analysis
Commercial groups	Per room, per hour	\$57	\$62	\$60	\$66	5% increase based on Market Rate Analysis
Kitchen						
Non-profit organizations	Flat Rate	\$52	\$72	\$55	\$60	5% increase based on Market Rate Analysis
Private use & non-profit fundraising events	Flat Rate	\$62	\$82	\$65	\$72	5% increase based on Market Rate Analysis
Commercial groups	Flat Rate	\$72	\$93	\$76	\$83	5% increase based on Market Rate Analysis

Fee Category	Unit of Measure	Current 2024 Fees		Proposed Fees Effective 01/01/2025		Rationale for change
		Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	
08.00.03 - Falkirk Cultural Center Reservation Fees						
Monday - Thursday Reservations						
Non-profit organizations	Per Hour (2 hour minimum)	\$103	\$124	\$118	\$130	15% Increase based on market rate and cost recovery analysis
Private use & non-profit fundraising	Per Hour (2 hour minimum)	\$155	\$175	\$178	\$196	15% Increase based on market rate and cost recovery analysis
Commercial groups	Per Hour (2 hour minimum)	\$206	\$227	\$237	\$261	15% Increase based on market rate and cost recovery analysis
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000	\$1,000	\$1,000	No Change - Deposit Fee Only
Friday or Sunday Reservations						
Non-profit organizations	6 hours	\$927	\$1,051	\$1,066	\$1,173	15% Increase based on market rate and cost recovery analysis
Private use & non-profit fundraising	6 hours	\$1,391	\$1,514	\$1,600	\$1,760	15% Increase based on market rate and cost recovery analysis
Commercial groups	6 hours	\$1,854	\$1,978	\$2,132	\$2,345	15% Increase based on market rate and cost recovery analysis
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000	\$1,000	\$1,000	No Change - Deposit Fee Only
Saturday Reservations						
Non-profit organizations	10 hours	\$1,545	\$1,751	\$1,777	\$1,954	15% Increase based on market rate and cost recovery analysis
Private use & non-profit fundraising	10 hours	\$2,318	\$2,524	\$2,666	\$2,932	15% Increase based on market rate and cost recovery analysis
Commercial groups	10 hours	\$3,090	\$3,296	\$3,554	\$3,909	15% Increase based on market rate and cost recovery analysis
Refundable reservation/damage deposit	Flat Rate	\$1,000	\$1,000	\$1,000	\$1,000	No Change - Deposit Fee Only
Long-Term Rentals						
Non-profit organizations	Per Hour	\$103	\$175	\$118	\$193	15% Increase based on market rate and cost recovery analysis
Private use & non-profit fundraising	Per Hour	\$155	\$252	\$178	\$277	15% Increase based on market rate and cost recovery analysis
Commercial groups	Per Hour	\$206	\$330	\$237	\$363	15% Increase based on market rate and cost recovery analysis
Refundable reservation/damage deposit	Flat Rate	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Falkirk Estate Extra Hours - Fridays, Saturdays, or Sundays						
Commercial groups	Per Hour	\$309	\$330	\$355	\$391	15% Increase based on market rate and cost recovery analysis
Private use & non-profit fundraising	Per Hour	\$232	\$252	\$267	\$293	15% Increase based on market rate and cost recovery analysis

Fee Category	Unit of Measure	Current 2024 Fees		Proposed Fees Effective 01/01/2025		Rationale for change
		Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	
08.00.04 - Aquatics Program Fees						
Regular Season Pool Passes						
Adult (18 - 61 years)	Memorial Day - Labor Day Season Pass	\$144	\$165	\$166	\$182	15% Increase based on market rate and cost recovery analysis
Youth (1 - 17 years) & Seniors (62+ years)	Memorial Day - Labor Day Season Pass	\$103	\$124	\$118	\$130	15% Increase based on market rate and cost recovery analysis
Under 1 year old	Memorial Day - Labor Day Season Pass	Free	Free	Free	Free	
Regular Season Daily Admission Drop-in (Lap & Rec Swim)						
Adult (18 - 61 years)	Daily Drop-In Admission	\$7	\$10	\$9	\$12	Whole dollar increase based on market rate and cost recovery analysis
Youth (1 - 17 years) & Seniors (62+ years)	Daily Drop-In Admission	\$5	\$8	\$7	\$10	Whole dollar increase based on market rate and cost recovery analysis
Under 1 year old	Daily Drop-In Admission	Free	Free	Free	Free	
Regular Season Punch Pass (15 admissions)						
Adults (Age 18-61)	15-admissions	\$94	\$134	\$115	\$153	Whole dollar increase based on market rate and cost recovery analysis
Youth (age 1-17) & Seniors (62+ years)	15-admissions	\$67	\$107	\$89	\$128	Whole dollar increase based on market rate and cost recovery analysis
Regular Season Pool Area Rentals						
Rental of Terra Linda Community Pool facility	Per hour (2 hour minimum; includes 2 lifeguards)	\$124	NA	\$143	NA	15% Increase based on market rate and cost recovery analysis
San Rafael non-profit group rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	\$124	NA	\$143	NA	15% Increase based on market rate and cost recovery analysis
Outside non-profit rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	NA	\$155	NA	\$178	15% Increase based on market rate and cost recovery analysis
Commercial Group rental of Terra Linda Community Pool Facility	Per hour (2 hour minimum; includes 2 lifeguards)	NA	\$206	NA	\$237	15% Increase based on market rate and cost recovery analysis
Lifeguard fee (group rentals of more than 50 participants)	Per additional guard required at 1:25 ratio	\$26	\$26	\$30	\$30	Based on Fully Burdened Hourly Rate of Lifeguards
Water Inflatable Fee	Per hour	\$41	\$52	\$47	\$57	15% Increase based on market rate and cost recovery analysis
Picnic Tables (2 hr minimum, attendees will be charged at Resident rates for pool entry)	Per hour	\$43	\$49	\$49	\$54	15% Increase based on market rate and cost recovery analysis
Indoor Party Room (3 hr block, includes 30 entries)	Flat Rate	\$361	\$397	\$415	\$437	15% Increase based on market rate and cost recovery analysis
Regular Season Lane Rental Fees						
Lane Fee for Local Swim Teams - standard practice	Per Lane Per Hour	\$6	\$7	\$8	\$9	Whole dollar increase based on market rate and cost recovery analysis
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	Per Lane Per Hour	\$9	\$10	\$11	\$12	Whole dollar increase based on market rate and cost recovery analysis
Lane Fee for Commercial Groups	Per Lane Per Hour	\$15	\$20	\$17	\$22	Whole dollar increase based on market rate and cost recovery analysis
Swim Lesson Fees* (see note)						
Group Lessons - 30 minute	30 minute lesson	\$15	\$19	\$17	\$21	Whole dollar increase based on market rate and cost recovery analysis
Group Lessons - 40 minute	40 minute lesson	\$18	\$21	\$20	\$23	Whole dollar increase based on market rate and cost recovery analysis
Private Lessons - 30 minute	30 minute lesson	\$36	\$41	\$40	\$45	Whole dollar increase based on market rate and cost recovery analysis
Private Lessons - Additional Child	Per additional child per lesson	\$15	\$19	\$17	\$21	Whole dollar increase based on market rate and cost recovery analysis
Swim Lesson Session Packages						
Group Lessons - 30 minute	3 Lesson Session	\$46	\$57	\$53	\$58	15% Increase based on market rate and cost recovery analysis
Group Lessons - 30 minute	4 Lesson Session	\$62	\$76	\$71	\$78	15% Increase based on market rate and cost recovery analysis
Group Lessons - 40 minute	3 Lesson Session	\$54	\$63	\$62	\$68	15% Increase based on market rate and cost recovery analysis
Group Lessons - 40 minute	4 Lesson Session	\$72	\$84	\$83	\$91	15% Increase based on market rate and cost recovery analysis
Private Lessons - 30 minute	3 Lesson Session	\$108	\$123	\$124	\$137	15% Increase based on market rate and cost recovery analysis
Private Lessons - 30 minute	4 Lesson Session	\$144	\$164	\$166	\$182	15% Increase based on market rate and cost recovery analysis
Fall/Winter Season Daily Admission Drop-in (Lap & Rec Swim)						
Lap Swim (Adult)	Per visit (drop-in)	\$11	\$14	\$13	\$16	22% increase based on market rate analysis and cost recovery analysis
Lap Swim (Senior/Youth)	Per visit (drop-in)	\$8	\$11	\$10	\$13	22% increase based on market rate analysis and cost recovery analysis
Fall/Winter Season Lane Rental Fees						
Lane Fee for Local Swim Teams - standard practice	Per Lane Per Hour	\$12	\$14	\$14	\$16	22% increase based on market rate analysis and cost recovery analysis
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	Per Lane Per Hour	\$16	\$18	\$19	\$21	22% increase based on market rate analysis and cost recovery analysis
Lane Fee for Commercial Groups	Per Lane Per Hour	\$25	\$30	\$31	\$35	22% increase based on market rate analysis and cost recovery analysis

Fall/Winter Season Punch Pass (10-Admissions)	Effective 10/1/24					Punch Cards receive percentage discounts from standard daily drop-in admission fees. 5 punch: 5%; 10 punch: 10%; 15 punch: 15%
Adult (10% discount)	10-punch	NA	NA	\$121	\$144	New Fee Category
Senior/Youth (10% discount)	10-punch	NA	NA	\$88	\$117	New Fee Category

Fee Category	Unit of Measure	Current 2024 Fees		Proposed Fees Effective 01/01/2025		Rationale for change
		Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	
08.00.05 - Park & Field Fees						
Athletic Field Fees						
Albert Park Stadium All Field						
Non-profit organizations	Per Hour	\$46	\$52	\$48	\$53	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$57	\$62	\$60	\$66	5% increase based on market rate analysis
Commercial groups	Per Hour	\$67	\$72	\$70	\$77	5% increase based on market rate analysis
Game Field Prep	Flat Rate	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Refundable reservation/damage deposit	Flat Rate	\$300	\$300	\$300	\$300	No Change - Deposit Fee Only
Lights (evening uses)	Per Hour	\$43	\$43	\$45	\$50	5% increase based on market rate analysis
Pickleweed Field (per soccer field)						
Non-profit organizations	Per Hour	\$21	\$26	\$31	\$34	Increase based on new, improved field conditions and market rate analysis (all-weather turf)
Private use & non-profit fundraising	Per Hour	\$31	\$36	\$37	\$41	Increase based on new, improved field conditions and market rate analysis (all-weather turf)
Commercial groups	Per Hour	\$41	\$46	\$51	\$56	Increase based on new, improved field conditions and market rate analysis (all-weather turf)
Refundable reservation/damage deposit	Flat Rate	\$300	\$300	\$300	\$300	
Bernard Hoffman Field						
Non-profit organizations	Per Hour	\$21	\$26	\$22	\$24	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Commercial groups	Per Hour	\$41	\$46	\$43	\$47	5% increase based on market rate analysis
Refundable reservation/damage deposit	Flat Rate	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Victor Jones Field						
Non-profit organizations	Per Hour	\$21	\$26	\$22	\$24	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Commercial groups	Per Hour	\$41	\$46	\$43	\$47	5% increase based on market rate analysis
Refundable reservation/damage deposit	Flat Rate	\$100	\$100	\$100	\$100	No Change - Deposit Fee Only
Park Facilities Fees						
Redwood Grove - Gerstle Park Picnic Area (3hr minimum)						
Non-profit organizations	Per Hour	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$41	\$46	\$43	\$47	5% increase based on market rate analysis
Commercial groups	Per Hour	\$52	\$57	\$55	\$60	5% increase based on market rate analysis
Pickleweed Park Picnic Area (3hr min)						
Non-profit organizations	Per Hour	\$16	\$19	\$17	\$19	
Resident private use & non-profit fundraising events	Per Hour	\$21	NA	\$22	NA	Per Council direction, based on 50% of the regular (redwood grove) Fees
Non-Resident private use & non-profit fundraising events	Per Hour	NA	\$46	NA	\$47	5% increase based on market rate analysis
Commercial groups	Per Hour	\$52	\$57	\$55	\$60	5% increase based on market rate analysis
Small Group Picnic Areas (Gerstle Park 1 & 2; Sun Valley, Victor Jones - Upper & Lower; Terra Linda; Santa Margarita; Frietas) (3hr min)						
Non-profit organizations	Per Hour	\$21	\$26	\$22	\$24	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Commercial groups	Per Hour	\$41	\$46	\$43	\$47	5% increase based on market rate analysis
Turf/Black Top Areas						
Non-profit organizations	Per Hour	\$21	\$26	\$22	\$24	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Hour	\$31	\$36	\$33	\$36	5% increase based on market rate analysis
Commercial groups	Per Hour	\$41	\$46	\$43	\$47	5% increase based on market rate analysis
Park Rental for Special Event - Use of a full park for a special event; will create list of parks where this is allowed. (Daily Rate - additional facility attendant of trash pick up fees may be applied)						
Non-profit organizations	Per Day	\$515	\$618	\$541	\$595	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Day	\$618	\$721	\$649	\$714	5% increase based on market rate analysis

Commercial groups	Per Day	\$721	\$824	\$757	\$833	5% increase based on market rate analysis
Staff attendant fee	Per Hour	\$26	\$26	\$32	\$32	Increased Personnel Expense - Based on Fully Burdened Hourly Rate of a Facility Attendant at mid-step
Tennis Court Fees						
Tennis Courts (Leagues/Tournament Play)						
Non-profit organizations	Per Court Per Hour	\$16	\$21	\$17	\$18	5% increase based on market rate analysis
Private use & non-profit fundraising	Per Court Per Hour	\$21	\$26	\$22	\$24	5% increase based on market rate analysis
Commercial groups	Per Court Per Hour	\$26	\$31	\$27	\$30	5% increase based on market rate analysis
Lights (evening uses)	Per Hour	\$21	\$21	\$22	\$24	5% increase based on market rate analysis
Tennis Keys						
Tennis keys - Adult (18+ years)	Per Year	\$52	\$77	\$55	\$60	5% increase based on market rate analysis
Tennis keys - Youth (under 18)	Per Year	\$52	\$77	\$55	\$60	5% increase based on market rate analysis
Tennis keys - seniors (60 and over)	Per Year	\$52	\$77	\$55	\$60	5% increase based on market rate analysis
Community Garden Fees						
Community Garden annual fee (Terra Linda)			See Note for NR fee eligibility		See Note for NR fee eligibility	
Full Plot = 450' sq. ft.	Per Plot Per Year	\$137	\$165	\$144	\$158	5% increase based on market rate analysis
Half-Plot = 225' sq. ft.	Per Plot Per Year	\$68	\$82	\$71	\$79	5% increase based on market rate analysis
Community Garden annual fee (Canal)						
Full Plot = 50' sq. ft.	Per Plot Per Year	\$77	\$93	\$81	\$89	5% increase based on market rate analysis
Half-Plot = 25' sq. ft.	Per Plot Per Year	\$39	\$46	\$41	\$45	5% increase based on market rate analysis
<i>Note: San Rafael Community Gardens are for use by San Rafael residents only. Beginning 1/1/22, gardeners that moved out of San Rafael are no longer eligible to participate in this program. Current gardeners who moved out of San Rafael prior to January 1, 2022 were allowed to retain their garden plot.</i>						

Fee Category	Unit of Measure	Current 2024 Fees		Proposed Fees Effective 01/01/2025		Rationale for change
		Resident Fee	Non-Resident Fee	Resident Fee	Non-Resident Fee	
08.00.06 - Miscellaneous Fees						
Vertical Banner	3-weeks	\$62	NA	\$71	NA	15% increase based on market rate analysis
Horizontal Banner - Cross Street	3-weeks	\$371	NA	\$427	NA	15% increase based on market rate analysis

Fee Category	Unit of Measure	Current 2024 Fees		Proposed Fees Effective 01/01/2025		Rationale for change
		Fee Type	REGULAR FEE	Fee Type	REGULAR FEE	
08.06.10 - Childcare Program Fees						
Childcare Regular Fees						
	Effective 8/1/24					
Full Day Program	Day	Regular Rate	\$66	Regular Rate	\$66	No Change
Preschool Tuition	Month	Regular Rate	\$1,739	Regular Rate	\$1,739	No Change
Registration Fee	Annual	Regular Rate	\$84	Regular Rate	\$84	No Change
Summer Kid's Camp	Week	Regular Rate	\$398	Regular Rate	\$398	No Change
Childcare Afterschool Program Fees - Miller Creek School District Sites						
	Effective 8/1/24					
5 Days/wk	Month	Regular Rate	\$579	Regular Rate	\$579	No Change
3 Days/wk	Month	Regular Rate	\$306	Regular Rate	\$306	No Change
3 days/wk incl. Wed	Month	Regular Rate	\$376	Regular Rate	\$376	No Change
Kindergarten Part Day (3 Days/Wk)	Month	Regular Rate	\$207	Regular Rate	\$207	No Change
Kindergarten Part Day (4 Days/Wk)	Month	Regular Rate	\$264	Regular Rate	\$264	No Change
Kindergarten Full Day (3 Days/Wk)	Month	Regular Rate	\$456	Regular Rate	\$456	No Change
Kindergarten Full Day (5 Days/Wk)	Month	Regular Rate	\$782	Regular Rate	\$782	No Change
Childcare Afterschool Program Fees - San Rafael City School District Sites						
	Effective 8/1/24					
5 Days/wk	Month	Regular Rate	\$596	Regular Rate	\$596	No Change
3 Days/wk	Month	Regular Rate	\$329	Regular Rate	\$329	No Change
3 days/wk incl. Wed	Month	Regular Rate	\$391	Regular Rate	\$391	No Change



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Cory Bytof,
Sustainability Program Manager

City Manager Approval: _____

TOPIC: GREENHOUSE GAS EMISSIONS REPORTS AND CLIMATE ACTION PRIORITIES UPDATE

SUBJECTS: ACCEPT THE GREENHOUSE GAS INVENTORY REPORTS FOR 2022 AND THE FISCAL YEAR 2023-2025 TWO-YEAR WORKPLAN PRIORITIES UPDATE

RECOMMENDATION:

Accept the Greenhouse Gas Inventory Reports for 2022 and the Fiscal Year 2023-2025 Two-Year Workplan Priorities Update.

EXECUTIVE SUMMARY:

The City conducts annual community greenhouse gas (GHG) emissions inventory reports to gauge progress toward GHG reduction targets as reflected in the [Climate Change Action Plan 2030](#) (CCAP). The most recent report is for calendar year 2022 which is the latest available data. This report shows San Rafael has achieved a 34% reduction in community GHG emissions since 2005, which is estimated to be a 22% reduction from 1990 levels. This year, the City also conducted an emissions inventory for local government operations, which is typically done every five years. Government operations comprise a small portion of community emissions. This report shows the City has achieved a 40% reduction in local government emissions since 2005, which is estimated to be a 29% reduction from 1990 levels. In addition, every two years, City staff develops a priority work plan and reports on progress at the one- and two-year marks. This year, the City completed three major projects related to energy, transportation, and economic development and has made progress on several others. Though the City has made significant progress in many areas, it will need to redouble efforts to meet its ambitious reduction targets of 40% below 1990 levels by 2030.

BACKGROUND:

State of the Climate

2023 was the warmest year on record. The first six months of 2024 have each set new temperature records. The world experienced its highest absolute global daily temperature on record on July 22. Over the past 12 months, 138 countries have recorded their hottest temperatures ever.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Climate change and the efforts to address it touch every aspect of society, from infrastructure to health, natural ecosystems, the economy, and housing. For example, 2023 was a historic fire season in Canada, with a burned area six times greater than the average year. Over 4,600 wildfires have already occurred in Canada this year, mid-way through fire season. 2023 also saw the highest number of heat-related deaths ever recorded. Scientists are documenting increases in hurricanes, droughts, and extreme weather events and are attributing these increases to climate change. More information regarding these statistics can be found at [Carbon Brief](#) and the [World Meteorological Organization](#), among other sources.

California Climate Goals

The State of California has responded to growing concerns over the effects of climate change by adopting a comprehensive approach to addressing emissions in the public and private sectors. This approach was officially initiated with the passage of the [Global Warming Solutions Act](#) of 2006 (AB 32), which required the State to reduce its greenhouse gas (GHG) emissions to 1990 levels by 2020. The AB 32 Scoping Plan was developed to identify strategies for meeting the AB 32 goal and was adopted by the California Air Resources Board (CARB) in December 2008. Among many other strategies, it encouraged local governments to reduce emissions in their jurisdictions by fifteen percent below 2005 baseline levels by 2020 and proposed longer-term goals established by Executive Order S-3-05 to reduce emissions 80 percent below 1990 levels by 2050.

In 2016, the State Legislature passed [SB 32](#), which set interim targets of 40% reductions below 1990 levels by 2030. CARB subsequently updated its Climate Change Scoping Plan in 2017 to lay out a strategy to achieve the 2030 target. In 2018, Executive Order B-55-18 committed California to achieve carbon neutrality – the point at which the removal of carbon from the atmosphere meets or exceeds emissions – by 2045. CARB subsequently updated the [Scoping Plan](#) in 2022 to meet this goal.

City's Climate Change Action Plan

San Rafael's original [Climate Change Action Plan \(CCAP\)](#) was adopted by the City Council in 2009. In 2011, the City incorporated the CCAP measures into General Plan 2020 as a Sustainability Element. A GHG Emissions Reduction Strategy was also prepared to provide technical support to the Sustainability Element, CCAP was adopted. In 2017, then Councilmember Kate Colin and the City Manager's Office convened a 20-member community working group to update the CCAP to meet the new interim 2030 State greenhouse gas reduction targets referenced above. Over 350 San Rafael residents and business representatives gave input, which resulted in San Rafael's Climate Change Action Plan 2030 adopted by the City Council on [May 19, 2019](#).

In September 2021, the City Council adopted a [Climate Emergency Declaration](#) and set a new long-term greenhouse gas reduction target for San Rafael, committing the City to carbon neutrality by 2045.

San Rafael's CCAP was developed specifically to include strategies to address the three pillars of sustainable development: environment, equity, and economy. As such, it supports three of the City's four Policy Focus Areas: 1) Sustainability, Climate Change, and Disaster Preparedness, 2) Economic Growth, and 3) Diversity, Equity, Inclusion, and Belonging. The City's Climate Change Action Plan has also been integrated into [General Plan 2040](#) and serves as the City's Greenhouse Gas Reduction Strategy. This Strategy meets the California Environmental Quality Act (CEQA) for a "qualified" greenhouse gas reduction strategy. It commits the City to track implementation measures and emissions reductions while providing a useful streamlining tool for reviewing

development and building projects.

Councilmember Llorens Gulati is the current Sustainability Liaison to the City Council. As the Council Liaison, Councilmember Llorens Gulati meets regularly with staff and the executive leadership of Sustainable San Rafael to plan and host quarterly public CCAP implementation forums. The Liaison's role is important in helping staff prioritize requests from the public and in shaping projects and programs for City Council action.

Greenhouse Gas Inventory

The City measures progress toward GHG reduction goals through the completion of an annual community greenhouse gas (GHG) inventory report. These reports provide the City Council with an overview of community-wide emissions as well as the status of City actions accomplished in that same year. GHG emissions and reductions are calculated for various sectors, including energy, transportation, waste, and water. This is done using a common protocol local governments use to show in boundary, activity-based emissions, which primarily focus on the emissions created most directly within the geographical boundary of the City. Emissions data is typically not available for a year and a half; thus, inventories have a lag time. The last community inventory was conducted in 2023 for the 2021 calendar year.

In addition, approximately every five years, the City conducts a municipal inventory, which provides a deep analysis of the emissions from municipal operations and facilities. The last municipal inventory was conducted in 2018 for the calendar year 2016. This year, the City conducted a municipal inventory that covered the calendar year 2022. The City opted to delay the municipal inventory to calendar year 2022 to avoid significant anomalies that occurred due to the COVID-19 pandemic and ensure a better comparison to 2016. It is important to note that the majority of GHG emissions come from the community: residents, businesses, and visitors. Local government emissions make up only approximately 1% of community-wide emissions.

The City partners with the Marin Climate and Energy Partnership (MCEP) for conducting the inventories and developing the reports. MCEP publishes all the results on the MCEP website, MarinClimate.org, and at MarinTracker.org so that community members can easily access the data using an interactive map.

Two-Year Priorities

Every two years, City staff identifies key priorities taken from the Climate Change Action Plan on which to focus limited resources. These are reviewed with the City Council Sustainability Liaison and at the Climate Change Action Plan quarterly community forum for review before completing into a work plan. These priorities and work plan align with the subset of objectives represented in the *Sustainability, Climate Change and Disaster Preparedness Policy Focus Area* in the City Council's adopted fiscal year [2023-24 & 2024-25 Goals and Objectives](#). Staff brought the most recent [Two-Year Priority Workplan](#) to Council in September 2023.

ANALYSIS:

Community Greenhouse Gas Inventory Report

The 2022 Community Greenhouse Gas Emissions Inventory Report (Attachment 1) provides the City Council with an overview of community-wide emissions. The report provides a broad category of best-estimate community-wide emissions data for the calendar year 2022 based on publicly available data. This data shows an overall reduction of approximately 34% of community-wide emissions since 2005 and 22% below 1990 levels. Table 1 below shows where the reductions came from.

Table 1: Change in Emissions by Sector, Community

SECTOR	% CHANGE SINCE 2005
Transportation	-22%
Built Environment - Electricity	-85%
Built Environment – Natural Gas	-14%
Waste	-47%
Water	-100%
Off-Road	-29%
Wastewater	+12%
TOTAL	-34%

Some of the City programs and activities conducted in 2022 geared toward reducing community emissions included:

- Adopting [Green Building reach codes](#) for new buildings
- Adopting ordinances to [require composting](#) and limit the use of gas [leaf blowers](#)
- Completing the [Canal Community-Based Transportation Plan](#)
- Promoting electric vehicles at various events

The City also supported many programs such as Resilient Neighborhoods, California Youth Environmental Services’ Green House Calls, the Chamber Green Business Committee, two electric vehicle working groups, and Marin School of Environmental Leadership, among others.

The City has made significant progress towards the implementation of its CCAP and has a strong commitment to continuing to implement policies and programs. San Rafael met its interim goal of a 25% reduction in communitywide GHG emissions from the 2005 baseline by 2020. However, State targets set by SB 32 and the CCAP referenced above establish a new baseline of 1990 rather than 2005 for 2030 GHG reduction targets. Translating current reductions to a 1990 baseline means San Rafael has reduced emissions by 22% since 1990. To meet the City’s 40% reduction target by 2030 and net-zero target by 2045, San Rafael will need to redouble efforts and continue to innovate, collaborate, and be at the forefront of local GHG reduction strategies.

Finally, regarding GHG inventories, the value of an in-boundary, activity-based type of inventory is that it isolates emissions from local sources, providing a snapshot of sectors and activities that can be affected to some degree by local government actions and can most reliably be quantified and tracked on an annual basis. In addition, it allows for a rough aggregation of data to allow for county-wide, regional, state, and larger groupings of emissions calculations. This can be helpful in understanding California-wide emissions or comparing them to those of the U.S. at large. One thing it does not do, however, is get at the larger set of emissions driven by consumption.

Consumption includes all the “upstream” emissions from the things individuals buy, including the mining, manufacturing, packaging, and transportation of products, which carry a lot of embedded GHG emissions. A consumption-based inventory would show a very different picture of San Rafael’s GHG emissions. It could easily triple emissions per capita due to the number of materials and products we consume, mainly from imported food and goods. In San Rafael, we have chosen to include consumption messaging – our “carbon footprint” – in our engagement rather than just

rely on an in boundary inventory. This is a primary focus of the [Resilient Neighborhoods](#) program, which works county-wide to educate residents about this and help them reduce their household carbon footprint.

Municipal Greenhouse Gas Inventory Report

Municipal operations, facilities, and vehicles, including employee commutes, make up roughly 1% of San Rafael’s overall community greenhouse gas emissions. Nevertheless, municipal emissions are important to track and reduce to show leadership and demonstrate the importance of every entity needing to do their part. The City’s municipal emissions are done much less often than the community emissions inventory and require much more detail to complete, including collecting data on fuel use for all vehicles, equipment, pump stations, and buildings. It also requires a review of all the City’s electricity accounts, which number in the hundreds due to all the streetlights, traffic lights, electricity in parking garages and lots, irrigation controllers, and many other electricity-using facilities throughout San Rafael, including electric vehicle chargers.

The Local Government Operations Greenhouse Gas Emissions Inventory Report for 2022 (Attachment 2) shows a 40% reduction since 2005, which is equal to a 29% reduction in municipal emissions since 1990. Table 2 below shows where these reductions came from. This represents a multitude of actions the City has taken over the years, including switching to Renewable Diesel in the diesel fleet, conducting numerous energy efficiency projects in facilities, replacing the majority of our streetlights and other public lighting with LED bulbs, and moving all electricity accounts to MCE’s Deep Green 100% renewable and GHG-free electricity.

Table 2: Change in Emissions by Sector, Municipal

SECTOR	% CHANGE SINCE 2005
Buildings & Facilities	-48%
Vehicle Fleet	-29%
Public Lighting	-100%
Water Delivery	-100%
Waste	-17%
Employee Commute	-26%
TOTAL	-40%

Some of the City programs and activities conducted in 2022 geared toward reducing municipal emissions included:

- Transitioning all diesel vehicles in the fleet, including fire trucks, to Renewable Diesel
- Procuring electric parking buggies, a utility vehicle, and a Fire Administration vehicle
- Partnering with the Transportation Authority of Marin to provide new commuter benefits to City employees
- Hosting Climate Fellows to develop resources and training to reduce waste in City operations and facilities
- Re-convening the Employee Green Team to develop internal policies for conservation
- Piloting a draft surplus equipment procedure for no longer needed equipment and furniture

Every two years, the staff proposes work plan priorities from the CCAP to be efficient with City resources and stay focused on key initiatives. These priorities were developed with and based on input from community partners such as the County of Marin Sustainability Team, Sustainable San Rafael, members of our quarterly CCAP community forums, the Marin Climate and Energy Partnership, our utility partners, and others. This allows for county-wide collaboration and resource sharing as well as alignment with other City and public priorities and work plans. In addition, whenever possible, staff seeks opportunities to develop model work products that other cities or organizations can use as well to extend their impact beyond San Rafael.

Attachment 3 is a snapshot of the accomplishments and progress in the first year of the Workplan. Some of the items worth noting include:

- Completion of an [Electric Vehicle Acceleration Strategy](#) and work plan, which is being implemented
- Adoption of a [Green Building Reach Code](#) for existing buildings
- Completion of an [Equitable Low Carbon Economy Plan](#) Report with recommendations and work plan
- Execution of contracts with UC Berkeley and a consultant team to complete a sea level rise feasibility study in East San Rafael.
- Execution of an agreement with Zero Waste Marin to conduct outreach, enforcement, and procurement responsibilities on behalf of the City for SB 1383 implementation

Other activities completed in this past year include:

- Development of an [“8 Step Guide to Electrification”](#) for homeowners, now included in the [Marin Builder’s Association Home Guide](#)
- Development of [staff resources and training](#) to comply with SB 1383
- Completion of a [Surplus Equipment Policy](#)
- Adoption of a [Reusable Foodware Ordinance](#)
- Completion of several technical studies for sea level rise planning
- Completion of several engagements for the sea level rise feasibility study
- Replacement of seven gas hot water heaters with electric heat pump hot water heaters
- Acceptance of a \$297,000 [grant for a Climate Justice](#) and Engagement Coordinator

COMMUNITY OUTREACH:

Staff regularly gives presentations with opportunities for feedback to the following organizations: the CCAP quarterly implementation forums, and the San Rafael Chamber of Commerce Green Business Committee, school groups, and the Marin Climate and Energy Partnership, among others. Information regularly goes out to the public through the City’s Sustainability email newsletter, the City Manager’s Snapshot, and through City social media channels.

FISCAL IMPACT:

There is no direct fiscal impact to accepting the reports. Funding for implementation of programs is generally supported through existing budget resources as well as grants and utility-sponsored programs. Where required, supplemental funding requests for supplemental General Fund support will be contingent on separate City Council action through the budget process.

RECOMMENDED ACTIONS:

Accept the Greenhouse Gas Inventory Reports for 2022 and the Fiscal Year 2023-2025 Two-Year Workplan Priorities Update.

ATTACHMENTS:

1. Community Greenhouse Gas Emissions Inventory Report for 2022
2. Local Government Operations Greenhouse Gas Emissions Inventory Report for 2022
3. 2023-2025 Two-Year Sustainability Priority Workplan Update



CITY OF SAN RAFAEL

COMMUNITY GREENHOUSE GAS EMISSIONS INVENTORY FOR THE YEAR 2022



August 2024

Prepared by the
Marin Climate & Energy Partnership



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EXECUTIVE SUMMARY

THE TAKEAWAY:

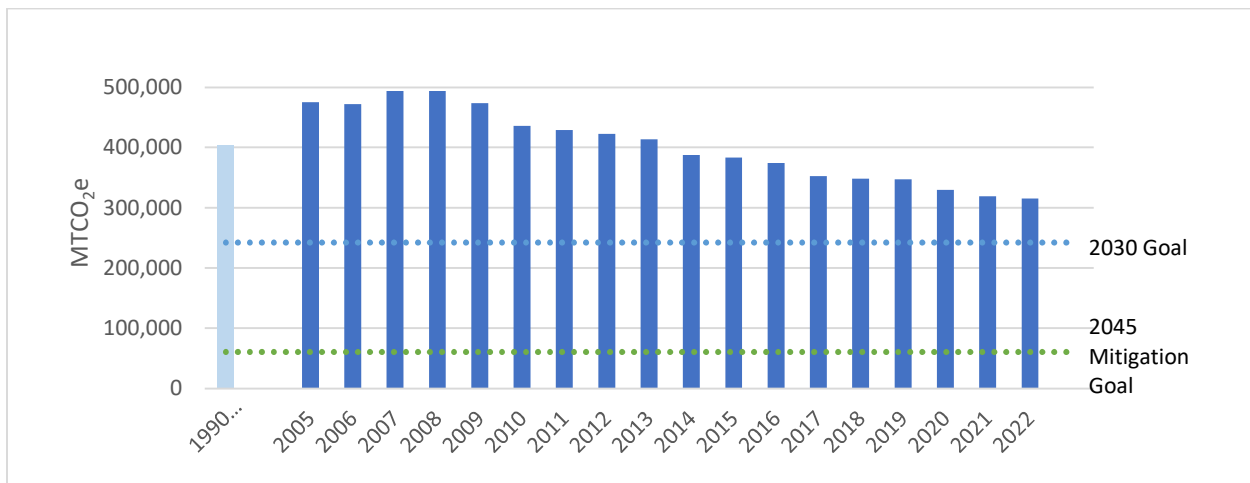
**COMMUNITY EMISSIONS ARE
DOWN 34% SINCE 2005 AND
22% SINCE 1990**

San Rafael publishes annual community greenhouse gas (GHG) emissions estimates through the Marin Climate & Energy Partnership (MCEP). Annual inventories help the City to more closely monitor its progress in meeting its goal to reduce community emissions at least 40% below 1990 emissions by 2030. The City also publishes GHG emissions inventories for municipal operations approximately every five years. Municipal emissions accounted for less than 1% of community emissions when the municipal inventory was

last conducted for year 2016.

This report reviews emissions generated from the community from 2005 through 2022, the most recent year data is available. The inventory shows that emissions dropped from about 475,000 metric tons carbon dioxide equivalents (MTCO_{2e}) in 2005 to 315,111 MTCO_{2e} in 2022, which is equivalent to 34% below the 2005 baseline and 22% below 1990 levels. The community emissions trend and targets are shown below. San Rafael needs to reduce emissions another 76,630 MTCO_{2e} to meet the local and State target for 2030. San Rafael adopted a Climate Emergency Resolution in 2021 that establishes a goal to achieve net-zero emissions by 2045 or earlier, similar to the State's long-term goal. This is expected to be accomplished by reducing GHG emissions approximately 85% below 1990 levels and employing sequestration and/or carbon capture strategies to offset the remaining emissions. San Rafael needs to reduce GHG emissions another 258,3000 MTCO_{2e} to meet the GHG mitigation target for 2045, as shown in Figure 1.

FIGURE 1: SAN RAFAEL GHG EMISSIONS AND REDUCTION TARGETS



Recognizing the need for a collaborative approach to greenhouse gas reductions, City and county leaders launched the Marin Climate and Energy Partnership (MCEP) in 2007. The City of San Rafael is a member of MCEP and works with representatives from the County of Marin and the other Marin cities and towns to address and streamline the implementation of a variety of greenhouse gas reduction measures. Funding for this inventory was provided by the Marin County Energy Watch Partnership, which administers public goods charges collected by PG&E. Community inventories are available on the MCEP website at marinclimate.org and are used to update the [Marin Sustainability Tracker](#).

INTRODUCTION

PURPOSE OF INVENTORY

The objective of this greenhouse gas emissions inventory is to identify the sources and quantify the amounts of greenhouse gas emissions generated by the activities of the San Rafael community in 2022. This inventory provides a comparison to 2005 and estimated 1990 emissions and identifies the sectors where significant reductions in greenhouse gas emissions have occurred. In some instances, previous year emissions were updated with new data and/or recalculated to ensure the same methodology was employed for all inventory years.

GENERAL METHODOLOGY

This inventory uses the national standard for the accounting and reporting of community-wide greenhouse gas emissions, the [U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions, version 1.2 \(July 2019\)](#). Quantification methodologies, emission factors, and activity and source data are detailed in the appendix.

Community emissions are categorized according to seven sectors:

- Built Environment - Electricity
- Built Environment – Natural Gas
- Transportation
- Off-Road Vehicles and Equipment
- Waste
- Water
- Wastewater

CALCULATING EMISSIONS

Emissions are quantified by multiplying the measurable activity data – e.g., kilowatt hours of electricity, therms of natural gas, gallons of diesel or gasoline, etc. – by emissions factors specific to the greenhouse gas-generating source. Most emissions factors are the same from year to year. Emission factors for electricity, however, change from year to year due to the specific sources that are used to produce electricity. For example, electricity that is produced from coal generates more greenhouse gases than electricity that is generated from natural gas and therefore has a higher emissions factor. Electricity that is produced solely from renewable energy sources such as solar and wind has an emissions factor of zero.

This inventory calculates individual greenhouse gases – i.e., carbon dioxide, methane, and nitrous oxide – and converts each greenhouse gas emission to a standard metric, known as “carbon dioxide equivalents” or CO₂e, to provide an apple-to-apples comparison among the various emissions. Table 1 shows the greenhouse gases identified in this inventory and their global warming potential (GWP), a measure of the amount of warming each gas causes when compared to a similar amount of carbon dioxide over 100 years. Methane, for example, is 28 times as potent as carbon dioxide over 100 years; therefore, one metric ton of methane is equivalent to 28 metric tons of carbon dioxide. Greenhouse gas emissions are reported in this inventory as metric tons of carbon dioxide equivalents, or MTCO₂e.

TABLE 1: GREENHOUSE GASES

Gas	Chemical Formula	Emission Source	Global Warming Potential
Carbon Dioxide	CO ₂	Combustion of natural gas, gasoline, diesel, and other fuels	1
Methane	CH ₄	Combustion, anaerobic decomposition of organic waste in landfills and wastewater	28
Nitrous Oxide	N ₂ O	Combustion, wastewater treatment	265

Source: IPCC Fifth Assessment Report (2014), 100-year values

TYPES OF EMISSIONS

Emissions from each of the greenhouse gases can come in a number of forms:

- **Stationary or mobile combustion** resulting from the on-site combustion of fuels (natural gas, diesel, gasoline, etc.) to generate heat or electricity, or to power vehicles and equipment.
- **Purchased electricity** resulting from the generation of power from utilities outside the jurisdictional boundary.
- **Fugitive emissions** resulting from the unintentional release of greenhouse gases into the atmosphere, such as methane from waste decomposition.
- **Process emissions** from physical or chemical processing of a material, such as wastewater treatment.

UNDERSTANDING TOTALS

The totals listed in the tables and discussed in the report are a summation of emissions using available estimation methods. Each inventoried sector may have additional emissions sources associated with them that were unaccounted for due to a lack of data or robust quantification methods. For example, greenhouse gas emissions associated with air travel and the production of goods outside the community's boundary are not included in the inventory. Additionally, the community inventory does not include refrigerants released into the atmosphere from the use of air conditioning in cars and buildings.

COMMUNITY INVENTORY

COMMUNITY INVENTORY SUMMARY

In 2005, the activities taking place by the San Rafael community resulted in approximately 475,000 metric tons of CO₂e.¹ In 2022, those activities resulted in approximately 315,111 metric tons of CO₂e, a reduction of 34% from 2005 levels, which is equivalent to 22% below 1990 levels.

The community inventory tracks emissions in seven sectors:

- The **Built Environment – Electricity** sector represents emissions generated from the use of electricity in San Rafael homes and commercial, industrial, and governmental buildings and facilities.
- The **Built Environment – Natural Gas** sector represents emissions generated from the use of natural gas in San Rafael homes and commercial, industrial, and governmental buildings and facilities. Propane used as a primary heating source is also included, although it represents less than 1% of emissions in this sector.
- The **Transportation** sector includes tailpipe emissions from passenger vehicle trips originating and ending in San Rafael, as well as a share of tailpipe emissions generated by medium and heavy-duty vehicles travelling on Marin County roads. The sector also includes emissions from Marin Transit and Golden Gate Transit buses and the SMART train as these vehicles travel within San Rafael’s boundaries. Electricity used to power electric vehicles is embedded in electricity consumption reported in the Built Environment - Electricity sector.
- The **Waste** sector represents fugitive methane emissions that are generated over time as organic material decomposes in the landfill. Although most methane is captured or flared off at the landfill, approximately 25% escapes into the atmosphere.
- The **Off-Road** sector represents emissions from the combustion of gasoline and diesel fuel from the operation of off-road vehicles and equipment used for construction and landscape maintenance.
- The **Water** sector represents emissions from energy used to pump, treat, and convey potable water from the water source to the San Rafael water users.
- The **Wastewater** sector represents stationary, process and fugitive greenhouse gases that are created during the treatment of wastewater generated by the community. Emissions created from energy used to convey and treat wastewater are included in the Built Environment sectors.

Table 2 shows how emissions in each sector have changed since 2005. The greatest reductions have occurred in the Built Environment – Electricity sector (75,853 MTCO₂e), followed by the Transportation sector (58,607 MTCO₂e) and the Built Environment – Natural Gas sector (12,632 MTCO₂e). The likely reasons for the largest emissions decreases are described in the remainder of this report.

¹ Baseline and historical emissions are recalculated in the annual inventory to integrate new data and improved calculation methodologies and to ensure consistent comparison across each year. For this reason, emission levels may differ from levels reported in previous inventories.

TABLE 2: EMISSIONS SUMMARY BY SECTOR (MTCO₂E), 2005 THROUGH 2022

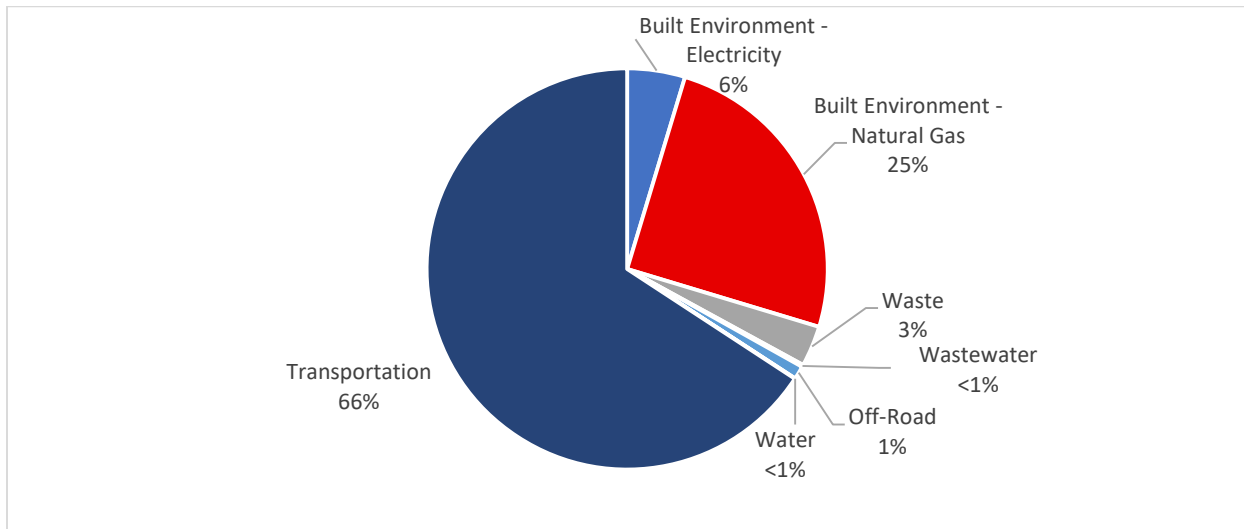
Year	Built Environment - Electricity	Built Environment - Natural Gas	Transportation	Waste	Water	Wastewater	Off-Road	Total	% Change from 2005	% Change from 1990 ²
1990 (est.) ¹								403,713		
2005	88,767	92,247	266,928	19,075	2,371	484	5,085	474,956	0%	
2006	83,610	95,425	266,209	18,913	2,074	485	5,008	471,723	-1%	
2007	111,739	92,455	264,388	17,101	2,804	488	4,895	493,868	4%	
2008	112,024	93,985	265,598	14,205	2,579	490	4,611	493,491	4%	
2009	101,128	92,767	259,960	12,223	2,593	492	4,235	473,398	0%	
2010	76,081	93,296	248,651	12,006	1,486	496	3,895	435,911	-8%	
2011	71,056	96,073	244,487	11,718	1,053	498	3,784	428,670	-10%	
2012	72,706	90,344	241,741	12,149	1,136	503	3,707	422,286	-11%	
2013	68,716	89,797	236,978	12,303	1,323	506	3,666	413,289	-13%	
2014	61,976	76,304	231,401	12,437	1,189	517	3,645	387,469	-18%	
2015	61,260	77,920	226,110	12,887	933	491	3,609	383,209	-19%	
2016	49,936	81,715	222,389	15,147	692	551	3,554	373,984	-21%	
2017	26,412	85,650	220,291	15,852	202	541	3,491	352,440	-26%	
2018	25,961	85,625	218,402	14,054	0	539	3,396	347,977	-27%	
2019	25,813	86,037	217,805	13,397	0	538	3,295	346,884	-27%	-13%
2020	18,412	79,679	214,924	12,732	0	553	3,244	329,543	-31%	-17%
2021	14,955	80,158	209,252	10,514	0	550	3,429	318,857	-33%	-21%
2022	12,913	79,615	208,320	10,103	0	543	3,616	315,111	-34%	-22%
Change from 2005	-75,853	-12,632	-58,607	-8,972	-2,371	58	-1,469	-159,846		
% Change from 2005	-85%	-14%	-22%	-47%	-100%	12%	-29%	-34%		

¹ Per California Air Resources Board guidance, 1990 levels are estimated at 15% below 2005 levels.

² In 2019, San Rafael adopted a Climate Action Plan that established a goal to reduce emissions 40% below 1990 levels by 2030. This column will track that progress over time.

Figure 2 shows the relative contribution of emissions from these sectors in 2022. Transportation emissions represent the largest share of communitywide emissions (66%), while the use of natural gas and propane in the Built Environment accounts for one-quarter of emissions.

FIGURE 2: EMISSIONS BY SECTOR, 2022

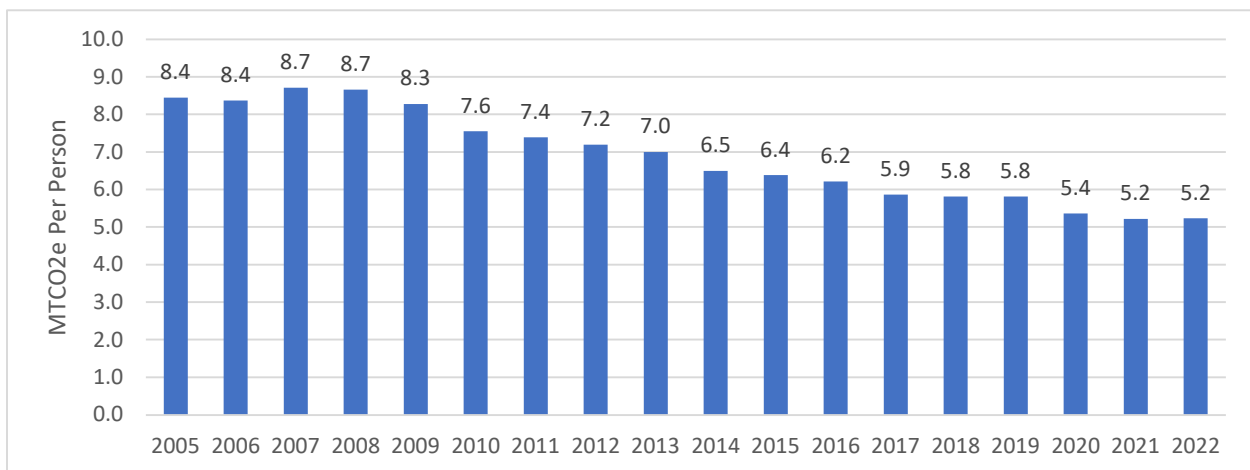


PER CAPITA EMISSIONS

Per capita emissions can be a useful metric for measuring progress in reducing greenhouse gases and for comparing one community’s emissions with neighboring cities and against regional and national averages. That said, due to differences in emission inventory methods, it can be difficult to produce directly comparable per capita emissions numbers. Per capita emission rates may be compared among Marin jurisdictions, although some jurisdictions may have higher rates due to the presence of commercial and industrial uses.

Dividing the total communitywide GHG emissions by residents yields a result of 8.4 metric tons CO₂e per capita in 2005. Per capita emissions decreased 38% between 2005 and 2022, falling to 5.2 metric tons per person. Figure 3 shows the trend in per capita emissions over time. It is important to understand that this number is not the same as the carbon footprint of the average individual living in San Rafael, which would include lifecycle emissions, emissions resulting from air travel, etc.

FIGURE 3: EMISSIONS PER CAPITA



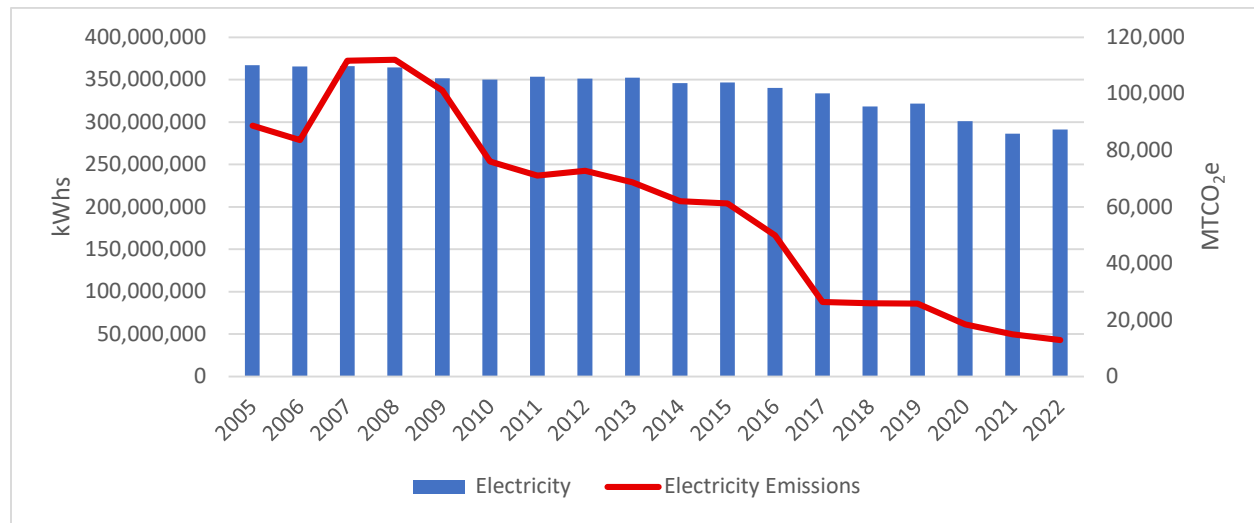
SIGNIFICANT SOURCES OF EMISSIONS

The following sections provide a year-by-year analysis of the changes in source GHG emissions in the Built Environment, Transportation, Waste, and Water sectors. Whenever possible, each section discusses the change in emissions from previous years and the likely influence of state and local programs or policies and external factors on reducing emissions.

BUILT ENVIRONMENT - ELECTRICITY

Purchased electricity consumption in homes and businesses in San Rafael decreased about 21% between 2005 and 2022. Greenhouse gas emissions from this electricity use decreased 85% since 2005, as shown in Figure 4. This is primarily due to the lower carbon intensity of electricity. PG&E has been steadily increasing the amount of renewable energy in its electricity mix. In 2022, PG&E electricity came from a mix of renewable (38%), large hydroelectric (8%), nuclear (49%), and natural gas (5%) energy sources and was 95% GHG-free.² MCE Light Green electricity came primarily from renewable (60%) and hydroelectric (40%) sources and was 95% GHG-free.³ In 2022, about 12.6% of MCE electricity purchased by San Rafael customers was 100% renewable Deep Green electricity, including electricity purchased by the City for facilities and operations. San Rafael's Climate Action Plan target is to reduce electricity emissions 93% below the 2005 level by 2030.

FIGURE 4: ELECTRICITY USE AND EMISSIONS



BUILT ENVIRONMENT - NATURAL GAS

Natural gas is used in residential, commercial, and industrial buildings to provide space and water heating and power appliances. Use of natural gas is highly variable depending on the weather conditions. This variability has led natural gas use consumption in San Rafael to fluctuate from year to year, from a high of 18 million therms in 2011 to a low

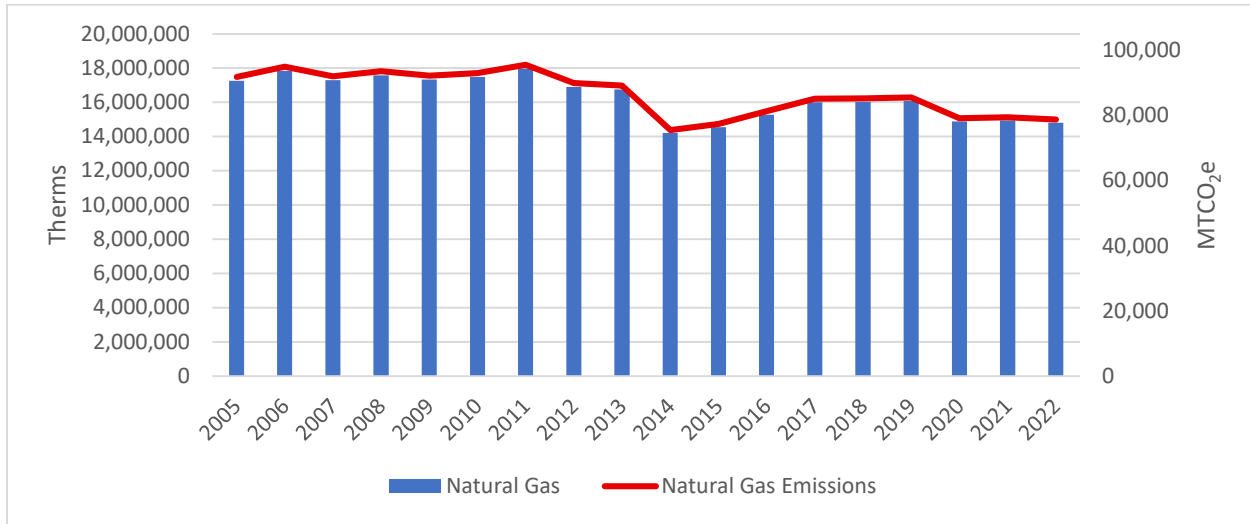
² PG&E 2022 Power Content Label, <https://www.pge.com/content/dam/pge/docs/account/billing-and-assistance/power-content-label.pdf>. Nuclear and large hydro sources are considered GHG-free.

³ MCE 2022 Power Content Label, <https://www.mcecleanenergy.org/energy-suppliers/>

of 14.2 million therms in 2014. Reduction in energy use may also be attributed to energy efficiency programs and rebates, local green building ordinances, and State building codes.

Natural gas consumption decreased 1% between 2021 and 2022 and was 14% below the 2005 level. Unlike electricity emissions which reflect the power content mix, natural gas emissions track the amount of natural gas consumed (Figure 5). The Climate Action Plan target is to reduce natural gas consumption and emissions 28% below the 2005 level by 2030.

FIGURE 5: NATURAL GAS USE AND EMISSIONS



TRANSPORTATION

Transportation activities accounted for approximately 66% of San Rafael’s emissions in 2022. According to the transportation model and annual data the City uses to calculate passenger and commercial vehicle miles, vehicle miles traveled (VMT) have decreased less than 1% since 2005.

On-road transportation emissions have decreased 22% since 2005 due to more fuel-efficient and alternatively fueled cars (Figure 6). As shown in Figure 7, most transportation emissions come from passenger vehicles, which accounted for 72% of transportation emissions in 2021. Marin County continues to be a leader in zero emission vehicles (ZEVs) – second only to Santa Clara County – with 15,449 ZEVs in Marin at the end of 2022, or about 7.5% of registered automobiles. ZEVs include battery electric cars, plug-in hybrid electric cars, hydrogen fuel cell cars, and zero-emission motorcycles. San Rafael had 3,438 ZEVs by the end of 2022, or 5.8% of registered light-duty vehicles. San Rafael’s Climate Action Plan targets 25% of passenger vehicles registered in Marin and traveling in San Rafael to be ZEVs by 2030 and a 46% reduction in transportation emissions.

While it is difficult to pinpoint exactly how each land use and transportation policy affects emissions, the City has undertaken many efforts to reduce transportation emissions. The City encourages workforce housing and has made improvements to the transportation network to make it easier for residents to bicycle, walk, and take public transportation. The City has also promoted electric vehicle adoption by installing chargers and providing free electricity at select municipal EV charging stations.

FIGURE 6: ON-ROAD TRANSPORTATION VEHICLE MILES TRAVELED AND EMISSIONS

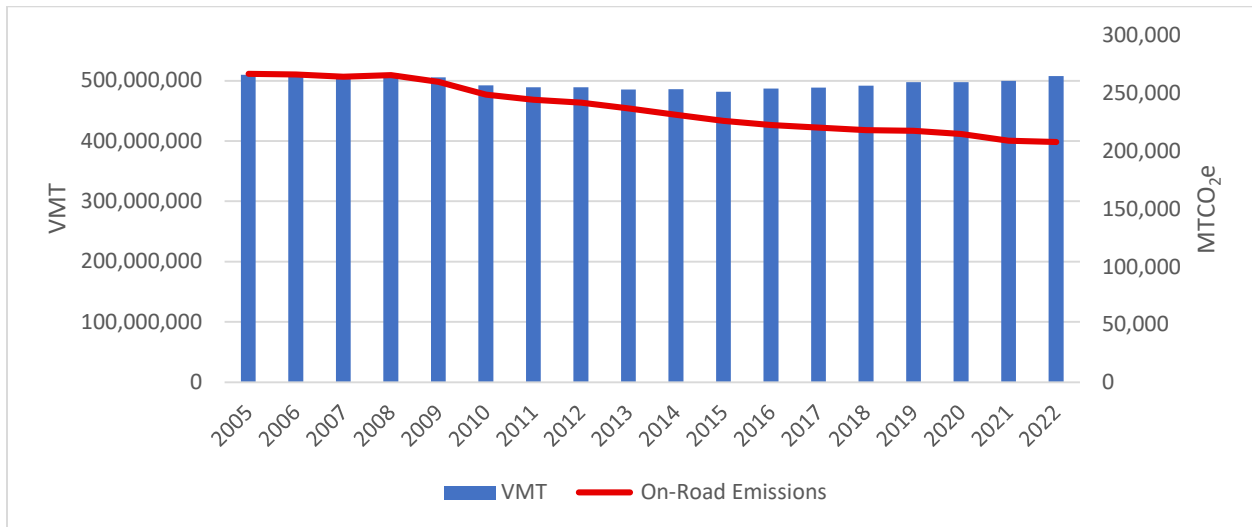
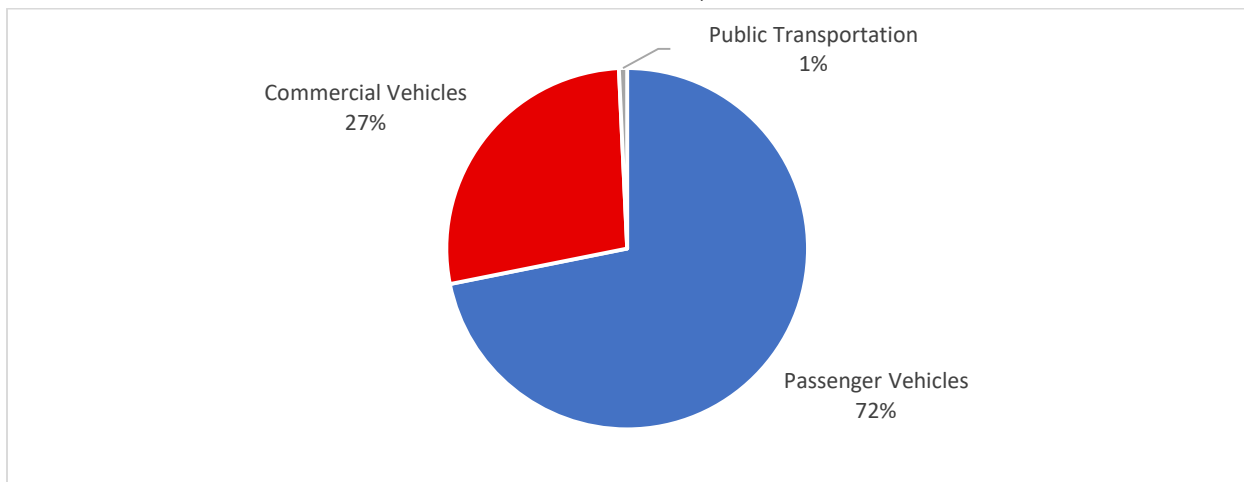


FIGURE 7: TRANSPORTATION EMISSIONS BY VEHICLE CATEGORY, 2022



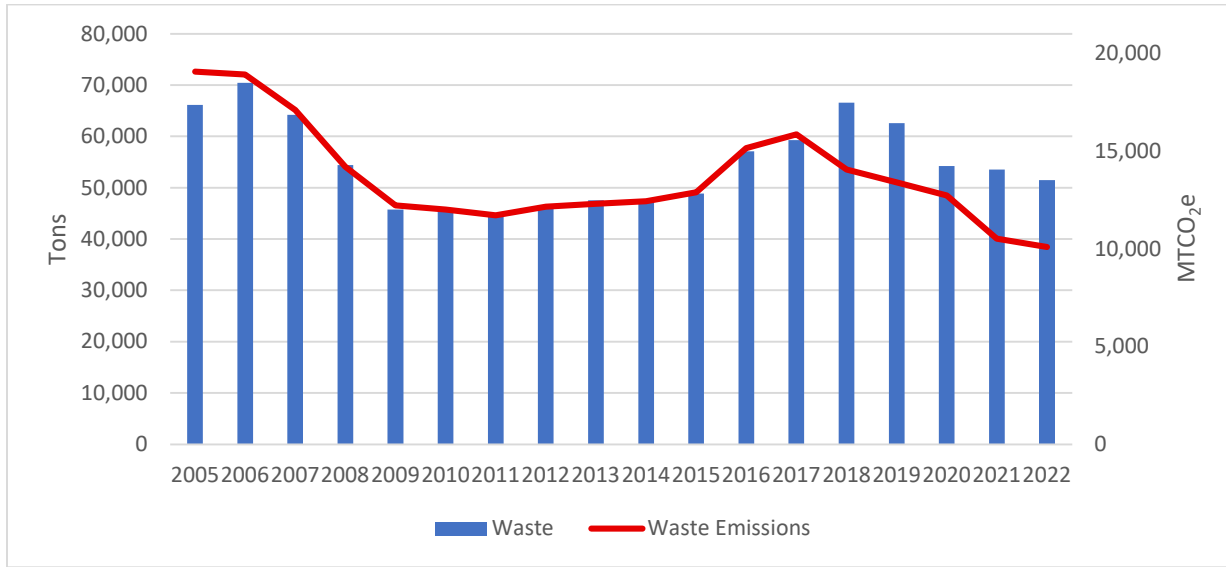
Note: Public transportation includes emissions from Marin Transit and Golden Gate Transit fixed-route buses and the SMART train.

WASTE DISPOSAL

Waste generated by the community decreased 4% between 2021 and 2022 and was 22% below the 2005 level by 2022 as shown in Figure 8 (based on countywide disposal data). Total landfilled waste includes alternative daily cover.⁴ Emissions from waste disposal decreased 47% due to the lower organic content of landfilled waste and material used for alternative daily cover (Figure 8). The City’s Climate Action Plan targets a 74% reduction in waste emissions by 2030.

⁴ Alternative daily cover is material other than earthen material placed on the surface of the active face of a municipal solid waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging.

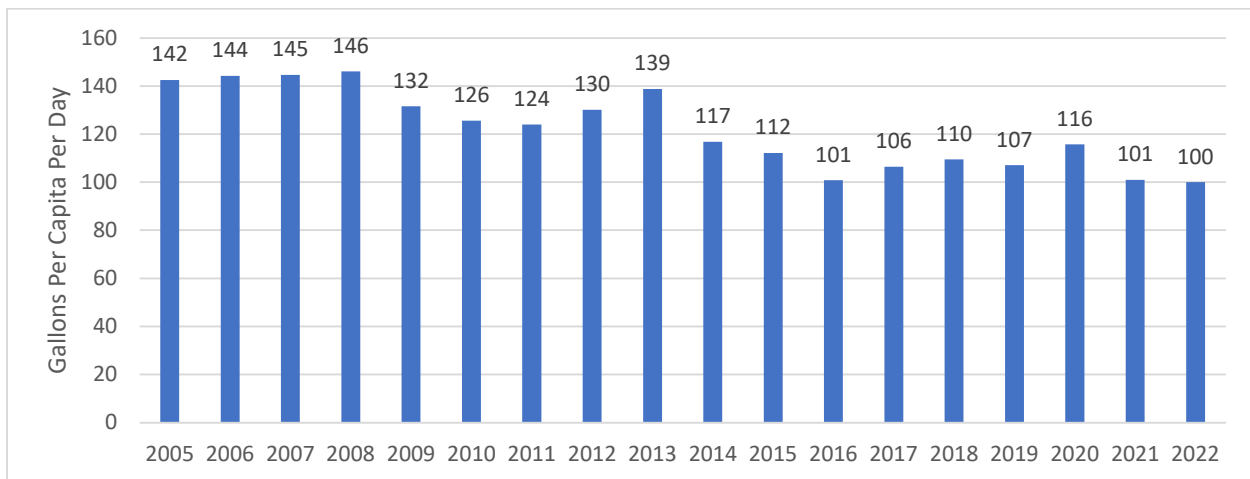
FIGURE 8: DISPOSED WASTE



WATER USE

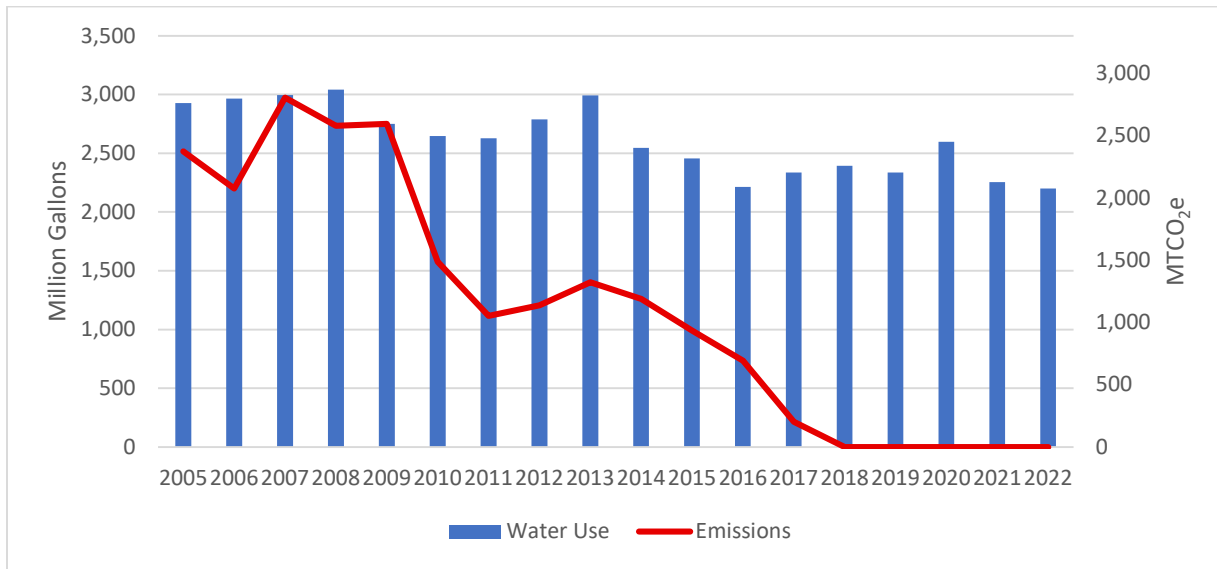
Per capita water use declined 30% since 2005, as shown in Figure 9, based on Marin Municipal Water District (Marin Water) district-wide data. Emissions, which are based on an estimate of energy used to pump, treat, and convey water from the water source to the City limits, dropped 100% between 2005 and 2022 due to the water agencies’ use of carbon-free electricity. Marin Water purchases MCE Deep Green for its electricity needs, and the Sonoma County Water Agency, which supplies approximately 25% of Marin Water’s water, uses renewable and carbon-free sources for its electricity. Total water consumption decreased 25% since 2005; The City’s Climate Action Plan targets a 26% reduction in water consumption by 2030.

FIGURE 9: PER CAPITA WATER USE



Source: Marin Water

FIGURE 10: WATER USE AND EMISSIONS



Marin Water provides rebates and programs to reduce water use. Rebates are available to replace fixtures with high-efficiency clothes washers and to purchase cisterns and rain barrels. Marin Water provides free home and landscape water-use evaluations as well as free high-efficiency showerheads and faucet aerators. The City of San Rafael actively promotes water conservation and Marin Water rebates and programs to residents and businesses.

WASTEWATER

Greenhouse gas emissions are created during the treatment of wastewater generated by the community. These emissions have increased 12% since 2005 as San Rafael’s population has increased.

Emissions created from energy used to convey and treat wastewater are included in the Built Environment sectors. The Central Marin Sanitation Agency (CMSA), located in San Rafael, has two anaerobic digesters that process primary sludge, thickened waste-activated sludge, and organic waste to produce biogas. The biogas is used to generate heat and renewable electricity via the cogeneration system. CMSA normally produces 100% of the facility’s power needs, and, at times, exports renewable energy to the grid, which is procured by MCE.

In 2023, the Las Gallinas Valley Sanitary District completed a Secondary Treatment Plant that expanded the treatment plant’s capacity and the recycled water facility’s capacity from 1.4 million to over 5 million gallons per day.

APPENDIX: COMMUNITY INVENTORY

Community GHG Emissions Summary Table

Jurisdiction: City of San Rafael

Population: 60,237 (CA Department of Finance)

Number of Households: 23,494 (CA Department of Finance)

Inventory Year: 2022

Date Prepared: February 9, 2024

Reporting Framework: Communitywide Activities

ID	Emissions Type	Source or Activity	Included, Required Activities	Included, Optional Activities	Excluded (IE, NA, NO or NE)	Notes	Emissions (MTCO ₂ e)
1.0	Built Environment						
1.1	Use of fuel in residential and commercial stationary combustion equipment	Both	•				79,615
1.2	Industrial stationary sources	Source			NE		
1.3	Power generation in the community	Source			NO		
1.4	Use of electricity in the community	Activity	•			Includes transmission and distribution losses	12,913
1.5	District heating/cooling facilities in the community	Source			NE		
1.6	Use of district heating/cooling facilities in the community	Activity			NE		
1.7	Industrial process emissions in the community	Source			NO		
1.8	Refrigerant leakage in the community	Source			NE		
2.0	Transportation and Other Mobile Sources						
2.1	On-road passenger vehicles operating within the community boundary	Source			IE	Obtained data for preferred activity-based method instead	
2.2	On-road passenger vehicles associated with community land uses	Activity	•				150,195
2.3	On-road freight and service vehicles operating within the community boundary	Source			IE	Obtained data for preferred activity-based method instead	
2.4	On-road freight and service vehicles associated with community land uses	Activity	•				56,568
2.5	On-road transit vehicles associated with community land uses	Activity		•			1,281
2.6	Transit rail vehicles operating with the community boundary	Source		•			276
2.7	Use of transit rail travel by the community	Activity			NE		

2.8	Inter-city passenger rail vehicles operating within the community boundary	Source			NO		
2.9	Freight rail vehicles operating within the community boundary	Source			NO		
2.10	Marine vessels operating within the community boundary	Source			NE		
2.11	Use of ferries by the community	Activity			NE		
2.12	Off-road surface vehicles and other mobile equipment operating within the community boundary	Source		•			3,616
2.13	Use of air travel by the community	Activity			NE		
3.0	Solid Waste						
3.1	Operation of solid waste disposal facilities in the community	Source			NE		
3.2	Generation and disposal of solid waste by the community	Activity	•			Includes alternative daily cover	10,103
4.0	Water and Wastewater						
4.1	Operation of water delivery facilities in the community	Source			IE	Energy use is included in 1.1 and 1.4	
4.2	Use of energy associated with use of potable water by the community	Activity	•				0
4.3	Use of energy associated with generation of wastewater by the community	Activity	•			Energy use is included in 1.1 and 1.4	
4.4	Process emissions from operation of wastewater treatment facilities located in the community	Source			NE	Wastewater treatment facilities are located in the community but only process emissions associated with generation of wastewater by the community are reported in 4.5	
4.5	Process emissions associated with generation of wastewater by the community	Activity	•				543
4.6	Use of septic systems in the community	Source			NE		
5.0	Agriculture						
5.1	Domesticated animal production	Source			NE		
5.2	Manure decomposition and treatment	Source			NE		
6.0	Upstream Impacts of Communitywide Activities						
6.1	Upstream impacts of fuels used in stationary applications by the community	Activity			NE		
6.2	Upstream and transmission and distribution (T&D) impacts of purchased electricity used by the community	Activity			IE	Transmission and distribution losses included in 1.4	
6.3	Upstream impacts of fuels used by water and wastewater facilities for water used and wastewater generated within the community boundary	Activity			IE		
6.4	Upstream impacts of select materials (concrete, food, paper, carpets, etc.) used by the whole community.	Activity			NE		

Legend

IE – Included Elsewhere: Emissions for this activity are estimated and presented in another category of the inventory. The category where these emissions are included should be noted in the explanation.

NE – Not Estimated: Emissions occur but have not been estimate or reported (e.g., data unavailable, effort required not justifiable).

NA – Not Applicable: The activity occurs but does not cause emissions; explanation should be provided.

NO – Not Occurring: The source or activity does not occur or exist within the community.

Community Emissions Data Sources and Calculation Methodologies

Sector/ID	Emissions Source	Source and/or Activity Data	Emission Factor and Methodology
1.0 Built Environment			
1.1 Stationary Combustion	Stationary Combustion (CO ₂ , CH ₄ & N ₂ O)	Known fuel use (meter readings by PG&E) and estimated fuel use (American Community Survey 5-Year Estimates, and U.S. Energy Information Administration Household Site Fuel Consumption data).	Default CO ₂ , CH ₄ & N ₂ O emission factors by fuel type (U.S. Community Protocol v. 1.1, Appendix C, Tables B.1 and B.3). U.S. Community Protocol v. 1.1, Appendix C, Method BE.1.1 and BE.1.2.
1.4 Electricity Use	Electricity Use (CO ₂ , CH ₄ & N ₂ O)	Known electricity use (meter readings by PG&E and MCE) and estimated direct access electricity consumption.	Verified utility-specific emission factors (PG&E and MCE) and eGrid subregion default emission factors. U.S. Community Protocol v. 1.1, Appendix C, Method BE.2.1.
	Electric Power Transmission and Distribution Losses (CO ₂ , CH ₄ & N ₂ O)	Estimated electricity grid loss for Western region from eGrid.	U.S. Community Protocol v. 1.1, Appendix C, Method BE.4.1.
2.0 Transportation and Other Mobile Sources			
2.2 On-Road Passenger Vehicle Operation	On-Road Mobile Combustion (CO ₂)	Estimated passenger vehicle miles traveled associated with origin and destination land uses (Metropolitan Transportation Commission, CAPVMT Data Portal 2.0 (mtcanalytics.org)).	CO ₂ for on-road passenger vehicles quantified in the EMFAC2021 v.1.0.2 model. Passenger vehicle emissions calculated according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.1.A.
	On-Road Mobile Combustion (CH ₄ & N ₂ O)	Estimated vehicle miles traveled associated with origin and destination land uses (Metropolitan Transportation Commission, CAPVMT Data Portal 2.0 (mtcanalytics.org)).	CH ₄ and N ₂ O for on-road passenger vehicles quantified in the EMFAC2021 v.1.0.2 model. Passenger vehicle emissions calculated according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.1.A.
2.4 On-Road Freight and Service Truck Freight Operation	On-Road Mobile Combustion (CO ₂)	Estimated commercial vehicle miles traveled within the boundary (Metropolitan Transportation Commission utilizing Plan Bay Area 2050).	CO ₂ for on-road commercial vehicles quantified in the EMFAC2021 v.1.0.2 model. Emissions allocated utilizing LEHD data according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.2.A.
	On-Road Mobile Combustion (CH ₄ & N ₂ O)	Estimated commercial vehicle miles traveled within the boundary (Metropolitan Transportation Commission utilizing Plan Bay Area 2050).	CH ₄ and N ₂ O for on-road commercial vehicles quantified in the EMFAC2021 v.1.0.2 model. Emissions allocated utilizing LEHD data according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.2.A.
2.5 On-Road Transit Operation	On-Road Mobile Combustion (CO ₂)	Estimated vehicle miles traveled within the boundary (Marin Transit and Golden Gate Transit) and estimated diesel fuel efficiency for transit fleet (Golden Gate Transit). Fuel type provided by Marin Transit and Golden Gate Transit.	Renewable diesel emission factor provided by NEXGEN . U.S. Community Protocol v. 1.1, Appendix D, Method TR.4.A.
	On-Road Mobile Combustion (CH ₄ & N ₂ O)	Estimated vehicle miles traveled within the boundary (Marin Transit and Golden Gate Transit) and estimated diesel fuel efficiency for transit fleet (Golden Gate Transit). Fuel type provided by Marin Transit and Golden Gate Transit.	Renewable diesel emission factor provided by NEXGEN . U.S. Community Protocol v. 1.1, Appendix D, Method TR.4.B.

2.6 Passenger Rail	Mobile Combustion (CO ₂ , CH ₄ & N ₂ O)	Estimated train-miles by multiplying the number of train cars per day (in both directions, according to the SMART published schedule) by the railway track mileage located within the community boundary (Marin Map). Average Diesel Multiple Unit fuel efficiency provided by SMART.	U.S. Community Protocol v. 1.1, Appendix D, Method TR.5. Emission factors from Equation TR.5.2.
2.12 Off-Road Vehicles and Equipment	Off-Road Mobile Combustion (CO ₂)	Estimated fuel use from OFFROAD 2021 v.1.0.1 for Lawn and Garden and Construction equipment. All categories are allocated by share of countywide households.	CO ₂ emissions calculated according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.8. Emission factors provided in Table TR.1.6.
	Off-Road Mobile Combustion (CH ₄ & N ₂ O)	Estimated fuel use from OFFROAD 2021 v.1.0.1 for Lawn and Garden and Construction equipment. All categories are allocated by share of countywide households.	CH ₄ and N ₂ O emissions calculated according to U.S. Community Protocol v. 1.1, Appendix D, Method TR.8. Emission factors provided in the Local Government Operations Protocol Table G.11 and G.14.
3.0 Solid Waste			
3.2 Solid Waste Generation and Disposal	Fugitive Emissions from Landfilled Waste (CH ₄)	Estimated landfilled tons based on reporting to CalRecycle by Marin County Solid and Hazardous Waste JPA and allocated to jurisdiction based on share of countywide population. Waste characterization based on the Statewide Waste Characterization Study (2008, 2014, 2018 and 2021) and Alternative Daily Cover by Jurisdiction of Origin and Material Type as reported to CalRecycle.	Emission factors calculated utilizing U.S. Community Protocol for Accounting and Report of Greenhouse Gas Emissions, Version 1.1, July 2013, Appendix E, Method SW.4.
4.0 Water and Wastewater			
4.2 Water Supply & Conveyance, Treatment and Distribution	Electricity Use (CO ₂)	Water consumption data provided by Marin Water. Sonoma County Water Agency (SCWA) delivery amount provided by SCWA .	Verified utility-specific emission factors (PG&E, MCE and SCWA). Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.14.
	Electricity Use (CH ₄ & N ₂ O)	Water consumption data provided by Marin Water. Electricity consumption data provided by MMWD.	eGrid subregion default emission factors. Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.14.
4.5 Treatment of Wastewater	Stationary Emissions from Combustion of Digester Gas (CH ₄)	Known amount of digester gas produced per day and known percent of methane in digester gas provided by Central Marin Sanitation Agency. Known amount of digester gas produced per day (2016) and known percent of methane in digester gas (2017) provided by Las Gallinas Valley Sanitary District.	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.1.a.
	Stationary Emissions from Combustion of Digester Gas (N ₂ O)	Known amount of digester gas produced per day and known percent of methane in digester gas provided by Central Marin Sanitation Agency. Known amount of digester gas produced	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.2.a.

		per day (2016) and known percent of methane in digester gas (2017) provided by Las Gallinas Valley Sanitary District.	
	Process Emissions from Wastewater Treatment Plant without Nitrification or Denitrification	Estimated population served by wastewater treatment plant provided by Central Marin Sanitation Agency.	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.8.
	Process Emissions from Wastewater Treatment Plant with Nitrification or Denitrification	Estimated population served by wastewater treatment plant provided by Las Gallinas Valley Sanitary District (2010 data).	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.7.
	Fugitive Emissions from Effluent Discharge (N ₂ O)	Estimated population served by wastewater treatment plant provided by Central Marin Sanitation Agency. Assumed significant industrial or commercial input.	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.12(alt).
	Fugitive Emissions from Effluent Discharge (N ₂ O)	Estimated population served by wastewater treatment plant provided by Las Gallinas Valley Sanitary District. Assumed no significant industrial or commercial input.	Emissions calculated according to U.S. Community Protocol v. 1.1, Appendix F, Method WW.12.

CITY OF SAN RAFAEL

LOCAL GOVERNMENT OPERATIONS GREENHOUSE GAS INVENTORY FOR 2022

August 2024

Prepared by the
Marin Climate & Energy Partnership



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EXECUTIVE SUMMARY

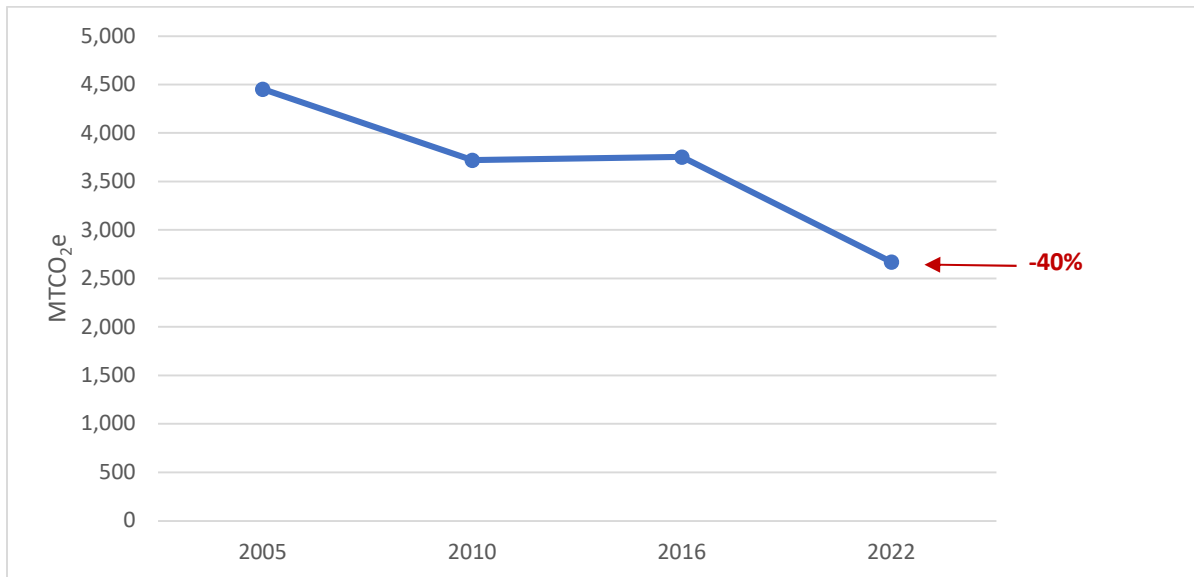
THE TAKEAWAY:

**GOVERNMENT OPERATIONS
EMISSIONS DOWN 40% SINCE 2005**

San Rafael publishes annual community greenhouse gas (GHG) emissions estimates through the Marin Climate & Energy Partnership (MCEP). Annual inventories help the City to more closely monitor its progress in meeting its local goal to reduce community emissions 25% below baseline (2005) emissions by 2020 and to meet the statewide goal to reduce emissions 40% below 1990 emissions by 2030. In addition to the community inventories, MCEP periodically prepares inventories for government operations emissions.

This report reviews emissions from government operations, a subset of community emissions. Emissions from government operations decreased 40% between 2005 and 2022, or about 1,783 metric tons CO₂e. This is equivalent to 29% below the estimated 1990 level. While government emissions are less than 1% of overall community emissions, the local government plays a large role in setting an example for the rest of the community.

TABLE 1: TREND IN LOCAL GOVERNMENT OPERATIONS EMISSIONS, 2005-2022



Recognizing the need for a collaborative approach to greenhouse gas reductions, City and county leaders launched the Marin Climate and Energy Partnership (MCEP) in 2007. The City of San Rafael is a member of MCEP and works with representatives from the County of Marin and the other Marin cities and towns to address and streamline the implementation of a variety of greenhouse gas reduction measures. Funding for this inventory was provided by the Marin County Energy Watch Partnership, which administers public goods charges collected by PG&E. Community inventories are available on the MCEP website at marinclimate.org and are used to update the [Marin Sustainability Tracker](#).

INTRODUCTION

PURPOSE OF INVENTORY

The objective of this greenhouse gas emissions inventory is to identify the sources and quantify the amounts of greenhouse gas emissions generated by the activities of the San Rafael local government operations in 2022. This inventory provides a comparison to baseline 2005 emissions and identifies the sectors where significant reductions in greenhouse gas emissions have occurred.

GENERAL METHODOLOGY

This inventory uses national standards for the accounting and reporting of greenhouse gas emissions. The [Local Government Operations Protocol, version 1.1 \(May 2010\)](#) was used for the quantification and reporting of greenhouse gas emissions from local government operations. Quantification methodologies, emission factors, and activity and source data are detailed in the appendices.

Local government operations emissions are categorized according to the following sectors:

- Buildings and Other Facilities
- Public Lighting
- Water Delivery Facilities
- Vehicle Fleet
- Solid Waste
- Employee Commute

CALCULATING EMISSIONS

Emissions are quantified by multiplying the measurable activity data – e.g., kilowatt hours of electricity, therms of natural gas, and gallons of diesel or gasoline – by emissions factors specific to the energy source. Most emissions factors are the same from year to year. Emission factors for electricity, however, change from year to year due to the specific sources that are used to produce electricity. For example, electricity that is produced from coal generates more greenhouse gases than electricity that is generated from natural gas and therefore has a higher emissions factor. Electricity that is produced solely from renewable energy sources such as solar and wind has an emissions factor of zero.

This inventory calculates individual greenhouse gases – e.g., carbon dioxide, methane and nitrous oxide – and converts each greenhouse gas emission to a standard metric, known as “carbon dioxide equivalents” or CO₂e, to provide an apple-to-apples comparison among the various emissions. Table 1 shows the greenhouse gases identified in this inventory and their global warming potential (GWP), a measure of the amount of warming each gas causes when compared to a similar amount of carbon dioxide. Methane, for example, is 28 times as potent as carbon dioxide over 100 years; therefore, one metric ton of methane is equivalent to 28 metric tons of carbon dioxide. Greenhouse gas emissions are reported in this inventory as metric tons of carbon dioxide equivalents, or MTCO₂e.

TABLE 1: GREENHOUSE GASES

Gas	Chemical Formula	Emission Source	Global Warming Potential
Carbon Dioxide	CO ₂	Combustion of natural gas, gasoline, diesel, and other fuels	1
Methane	CH ₄	Combustion, anaerobic decomposition of organic waste in landfills and wastewater	28
Nitrous Oxide	N ₂ O	Combustion, wastewater treatment	265
Hydrofluorocarbons	Various	Leaked refrigerants, fire suppressants	4 to 12,400

Source: IPCC Fifth Assessment Report (2014)

TYPES OF EMISSIONS

Emissions from each of the greenhouse gases can come in a number of forms:

- **Stationary or mobile combustion** resulting from the on-site combustion of fuels (natural gas, diesel, gasoline, etc.) to generate heat or electricity, or to power vehicles and equipment.
- **Purchased electricity** resulting from the generation of power from utilities outside the jurisdictional boundary.
- **Fugitive emissions** resulting from the unintentional release of greenhouse gases into the atmosphere, such as leaked refrigerants and methane from waste decomposition.
- **Process emissions** from physical or chemical processing of a material, such as wastewater treatment.

UNDERSTANDING TOTALS

The totals listed in the tables and discussed in the report are a summation of emissions using available estimation methods. Each inventoried sector may have additional emissions sources associated with them that were unaccounted for due to a lack of data or robust quantification methods.

GOVERNMENT OPERATIONS INVENTORY

GOVERNMENT PROFILE

The City of San Rafael is a general law city and operates under the council-city manager form of government. The local government operates administrative, planning, building, public works, community services, fire and police departments. In 2022, there were 496 total employees.

GOVERNMENT OPERATIONS INVENTORY SUMMARY

In 2005, San Rafael's government operations produced approximately 4,453 metric tons CO₂e. In 2022, those activities resulted in approximately 2,670 metric tons CO₂e, a reduction of 1,783 metric tons, or 40%, and the local government's share of community emissions was 0.8%. The following summaries break down these totals by sector and sources.

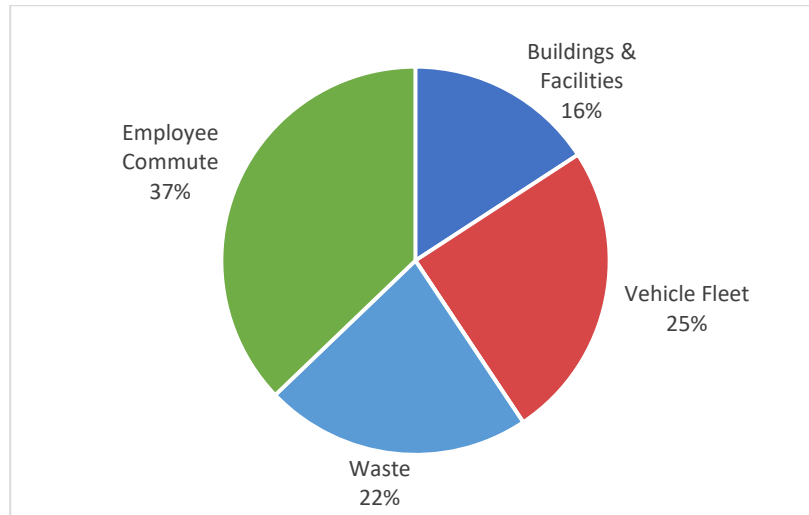
SUMMARY BY SECTOR

As shown in Table 2, emissions from government operations were reduced in all sectors. The greatest reduction occurred in the public lighting sector, where emissions dropped 545 metric tons CO₂e, or 100% due to the conversion of most lighting to LED and the City's purchase of 100% renewable electricity. Other significant reductions occurred in the buildings and facilities sector (387 metric tons) and the vehicle fleet sector (270 metric tons). Figure 2 shows that the employee commute sector was the largest emitter of greenhouse gas emissions in 2022 (37% of total emissions), followed by the vehicle fleet sector (25%), the waste sector (22%), and the buildings and facilities sector (16%).

TABLE 2: SUMMARY BY SECTOR, 2005 AND 2022

Sector	2005 Metric Tons CO ₂ e	2022 Metric Tons CO ₂ e	Change Metric Tons CO ₂ e	% Change
Buildings & Facilities	809	422	-387	-48%
Vehicle Fleet	933	663	-270	-29%
Public Lighting	545	0	-545	-100%
Water Delivery	118	0	-118	-100%
Waste	711	593	-117	-17%
Employee Commute	1,337	992	-345	-26%
Total	4,453	2,670	-1,783	-40%

FIGURE 2: EMISSIONS BY SECTOR, 2022



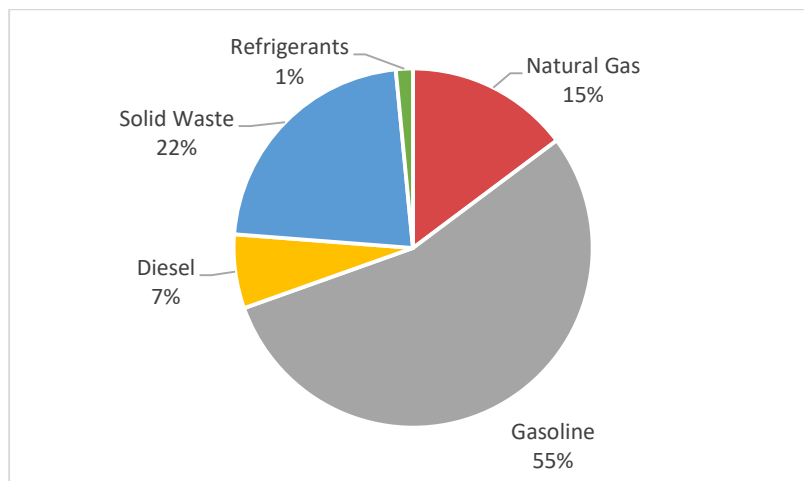
SUMMARY BY SOURCE

Table 3 shows a summary of the City’s greenhouse gas emissions by source. The greatest decreases occurred in emissions from electricity (1,161 metric tons) and gasoline (523 metric tons), which includes gasoline used in both the municipal fleet and City employees’ commute. Emissions from the combustion of natural gas increased 32%. Despite the decrease in gasoline emissions, gasoline was the largest source of greenhouse gas emissions in San Rafael’s governmental operations in 2022 (see Figure 3), contributing more than one-half of all emissions.

TABLE 3: SUMMARY BY SOURCE, 2005 AND 2022

Source	2005 Metric Tons CO _{2e}	2022 Metric Tons CO _{2e}	Change Metric Tons CO _{2e}	% Change
Electricity	1,161	0	-1,161	-100%
Natural Gas	298	394	96	32%
Gasoline	1,986	1,463	-523	-26%
Diesel	271	178	-92	-34%
Solid Waste	711	593	-117	-17%
Refrigerants	26	41	15	56%
Total	4,453	2,670	-1,783	-40%

FIGURE 3: EMISSIONS BY SOURCE, 2022



GOVERNMENT OPERATIONS INVENTORY DETAIL BY SECTOR

This section explores government operations and emissions by taking a detailed look at each primary sector.

BUILDINGS AND OTHER FACILITIES

Facilities operations contribute to greenhouse gas emissions in two major ways. First, facilities consume electricity and fuels such as natural gas. This consumption is associated with the majority of greenhouse gas emissions from facilities. In addition, air conditioning and refrigeration equipment in buildings can emit hydrofluorocarbons (HFCs) and other greenhouse gases when these systems leak refrigerants. Refrigerants are very potent greenhouse gases and have Global Warming Potential (GWP) of up to many thousand times that of CO₂. For example, HFC-134a, a very common refrigerant, has a GWP of 1300, or 1300 times that of CO₂. Therefore, even small amounts of leaked refrigerants can have a significant effect on greenhouse gas emissions.

In 2022, San Rafael operated several major facilities, including City Hall, the public safety center, the library, fire stations, public works buildings, childcare facilities, and community centers. As shown in Table 4, emissions from the buildings sector decreased 48% between 2005 and 2022. Electricity consumption decreased 6%, and natural gas consumption increased 41%. Emissions from refrigerants increased due to the City’s installation of new HVAC units in the Public Safety Center and fire stations. Total emissions from buildings and facilities decreased, however, primarily because the City purchased MCE Deep Green electricity for all facilities in 2022.

TABLE 4: BUILDINGS AND OTHER FACILITIES EMISSIONS, 2005 AND 2022

Source	2005 Energy Consumption	2005 GHG Emissions (MTCO ₂ e)	2022 Energy Consumption	2022 GHG Emissions (MTCO ₂ e)	% Change in Energy Consumption	% Change in GHG Emissions (MTCO ₂ e)
Electricity	2,231,608 kWh	498	2,095,090 kWh	0	-6%	-100%
Natural Gas	56,042 therms	298	79,110 therms	389	41%	41%
Refrigerants	--	13	--	28	--	112%
Total	--	809	--	422	--	-48%

Table 5 shows electricity and natural gas usage by facility.

TABLE 5: ENERGY USAGE AT SAN RAFAEL BUILDINGS AND FACILITIES, 2005 AND 2022

Building/ Facility	Energy Source	2005 Energy Consumption	2022 Energy Consumption	% Change in Energy Consumption
City Hall	Electricity	637,920 kWh	30,965 kWh	-95%
	Natural Gas	5,651 therms	17,099 therms	203%
Community Centers	Electricity	329,020 kWh	366,767 kWh	11%
	Natural Gas	27,758 therms	43,946 therms	58%
Childcare Facilities	Electricity	111,985 kWh	76,759 kWh	-31%
	Natural Gas	4,304 therms	2,847 therms	-34%
Public Works	Electricity	324,010 kWh	98,152 kWh	-70%
	Natural Gas	5,541 therms	3,577 therms	-35%
Fire Department	Electricity	248,214 kWh	1,060,651 kWh	327%
	Natural Gas	9,431 therms	6,286 therms	-33%
Library	Electricity	117,350 kWh	159,540 kWh	36%
	Natural Gas	0 therms	5,016 therms	-
Parking Garages & Lots	Electricity	211,118 kWh	177,894 kWh	-16%
Other Facilities	Electricity	251,991 kWh	101,397 kWh	-60%
	Natural Gas	3,357 therms	339 therms	-90%

PUBLIC LIGHTING

San Rafael operates streetlights, traffic signals, and other outdoor lighting. Emissions associated with the operation of this public lighting are from electricity consumption. Electricity consumption in the public lighting sector decreased 44% between 2005 and 2022 due to conversion of inefficient lighting to LED fixtures and bulbs. Emissions decreased 100%; the additional reduction is due to the City's purchase of MCE Deep Green electricity in 2022.

TABLE 6: PUBLIC LIGHTING EMISSIONS, 2005 AND 2022

Source	2005 Electricity Consumption	2005 GHG Emissions (MTCO _{2e})	2022 Electricity Consumption	2022 GHG Emissions (MTCO _{2e})	% Change in Electricity Consumption	% Change in GHG Emissions (MTCO _{2e})
Streetlights	2,066,450 kWh	461	1,054,493 kWh	0	-49%	-100%
Traffic Signals	249,861 kWh	56	238,530 kWh	0	-5%	-100%
Outdoor Lighting	126,245 kWh	28	63,397 kWh	0	-50%	-100%
Total	2,442,556 kWh	545	1,356,420 kWh	0	-44%	-100%

WATER DELIVERY

This sector includes any facilities used for the management and distribution of water. Typical systems included in this sector are potable water delivery pumps, sprinkler and irrigation controls, and stormwater management. The systems identified for this report and used by the City were water delivery pumps and sprinkler and irrigation systems. The source of San Rafael's water delivery emissions is from electricity consumption. Overall, electricity usage declined 42% and emissions dropped 100%.

TABLE 7: WATER DELIVERY EMISSIONS, 2005 AND 2022

Source	2005 Electricity Consumption	2005 GHG Emissions (MTCO _{2e})	2022 Electricity Consumption	2022 GHG Emissions (MTCO _{2e})	% Change in Electricity Consumption	% Change in GHG Emissions (MTCO _{2e})
Irrigation	7,410 kWh	2	5,369 kWh	0	-28%	-100%
Water Pumps	520,185 kWh	116	301,444 kWh	0	-42%	-100%
Total	527,595 kWh	118	306,813 kWh	0	-42%	-100%

VEHICLE FLEET

The vehicles and mobile equipment used in San Rafael’s daily operations include public works trucks and equipment, police cars and motorcycles, fire trucks, and vehicles for use by administration and other department staff. These vehicles and equipment burn gasoline and diesel, which result in greenhouse gas emissions. In addition, vehicles with air conditioning use refrigerants that leak from the vehicle. This sector also includes fuel consumption and emissions from the operation of off-road and stationary equipment.

Table 8 shows that gasoline consumption decreased 14% since 2005 and diesel consumption decreased 12%, for a total decrease in fuel consumption of 14%. Emissions fell 29%; the additional decline is due to the City using renewable diesel in all vehicles in 2022.

TABLE 8: VEHICLE FLEET EMISSIONS, 2005 AND 2022

Source	2005 Fuel Consumption	2005 GHG Emissions (MTCO _{2e})	2022 Fuel Consumption	2022 GHG Emissions (MTCO _{2e})	% Change in Fuel Consumption	% Change in GHG Emissions (MTCO _{2e})
Gasoline	72,682 gallons	649	62,182 gallons	549	-14%	-15%
Diesel	26,489 gallons	271	23,443 gallons	100	-12%	-63%
Refrigerants	--	13	--	13	--	0%
Total	99,171 gallons	933	66,062 gallons	663	-14%	-29%

WASTE

Waste generated by government buildings and operations include organic material such as paper, food scraps, plant debris, textiles, and construction waste. This organic material generates methane as it decays in the anaerobic environment of a landfill. An estimated 75% of this methane is routinely captured via landfill gas collection systems; however, a portion escapes into the atmosphere. Emissions from waste are an estimate of methane generation that will result from the decomposition of organic waste sent to the landfill in the inventoried year, even though those emissions will occur over the 100+ year timeframe that the waste will decompose.

Waste generated by governmental operations increased 19% between 2005 and 2022 and emissions decreased 17% due to the lower organic content of waste sent to the landfill.

TABLE 9: WASTE EMISSIONS, 2005 AND 2022

Source	2005 Landfilled Waste	2005 GHG Emissions (MTCO _{2e})	2022 Landfilled Waste	2022 GHG Emissions (MTCO _{2e})	% Change in Landfilled Waste	% Change in GHG Emissions (MTCO _{2e})
Street Cans	1,438 tons	402	1,713 tons	336	19%	-16%
Parks	548 tons	153	160 tons	31	-71%	-79%
Community Centers	239 tons	67	339 tons	67	42%	0%
Other Facilities	135 tons	38	270 tons	82	210%	118%
Waste Hauled by the City	184 tons	51	391 tons	77	112%	49%
Total	2,544 tons	711	3,022 tons	593	19%	-17%

EMPLOYEE COMMUTE

Emissions in the employee commute sector are due to the combustion of fuels used by City employees commuting to and from work in San Rafael. Emissions dropped 26% due to an improvement in the fuel-efficiency of the vehicles San Rafael employees are driving to work. However, it is difficult to draw definitive conclusions from the data, as emissions are determined from employee commute surveys. Twenty-one percent of City employees responded to the survey. Estimates for total employee commutes were extrapolated from this data.

TABLE 10: EMPLOYEE COMMUTE EMISSIONS, 2005 AND 2022

	2005	2022	% Change
Number of Employees	425	496	17%
Vehicle Miles Traveled	2,572,471	2,867,029	11%
Emissions per Employee	3.1	2.0	-%
GHG Emissions (MTCO_{2e})	1,337	992	-26%

APPENDIX

BUILDINGS AND OTHER FACILITIES SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 1	Stationary Combustion	56,042 therms	297.13	0.00	0.03	0.00	298.07
	Fugitive Emissions	Refrigerants	0.00	0.00	0.00	0.00	13.15
	TOTAL		297.13	0.00	0.03	0.00	311.22
Scope 2	Purchased Electricity	2,231,608 kWh	495.15	0.01	0.03	0.00	498.23
	TOTAL		495.15	0.01	0.03	0.00	498.23

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 1	Stationary Combustion	79,110 therms	388.04	0.00	0.04	0.00	394.08
	Fugitive Emissions	Refrigerants	0.00	0.00	0.00	0.00	27.90
	TOTAL		388.04	0.00	0.04	0.00	421.98
Scope 2	Purchased Electricity	2,095,090 kWh	331.52	0.00	0.04	0.00	0.00
	TOTAL		331.52	0.00	0.04	0.00	0.00

Energy usage was provided by Pacific Gas & Electric Company (PG&E) based on PG&E service accounts. LGO Protocol recommended methods were followed in collection and analysis of this activity data. For electricity, verified utility-specific (PG&E and MCE) CO₂ emissions factor and eGrid subregion default N₂O and CH₄ emission factors for WECC California were used. For natural gas, default CO₂, CH₄ & N₂O emission factors by fuel type were used (U.S. Community Protocol, v. 1.1, May 2010, Tables B.1 and B.3).

Refrigerant type and capacity for air conditioning units were provided by San Rafael public works staff. 2010 refrigerant data was used as a proxy for 2005. LGO Protocol alternate methods were followed in collection and analysis of refrigerant activity data.

PUBLIC LIGHTING SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 2	Purchased Electricity	2,442,556 kWh	541.95	0.01	0.04	0.00	545.33

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 2	Purchased Electricity	1,356,420 kWh	0.00	0.00	0.03	0.00	0.00

Energy usage was provided by Pacific Gas & Electric Company (PG&E) based on energy usage of PG&E service accounts. LGO Protocol recommended methods were followed in collection and analysis of this activity data. Verified utility-specific (PG&E and MCE) CO₂ emissions factor and eGrid subregion default N₂O and CH₄ emission factors for WECC California were used to calculate emissions.

WATER DELIVERY SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 2	Purchased Electricity	527,595 kWh	117.06	0.00	0.01	0.00	117.79

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 2	Purchased Electricity	306,813 kWh	0.00	0.00	0.01	0.00	0.00

Energy usage was provided by Pacific Gas & Electric Company (PG&E) based on energy usage of PG&E service accounts. LGO Protocol recommended methods were followed in collection and analysis of this activity data. Verified utility-specific (PG&E and MCE) CO₂ emissions factor and eGrid subregion default N₂O and CH₄ emission factors for WECC California were used to calculate emissions.

VEHICLE FLEET SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 1	Combustion	72,682 gallons gasoline	638.15	0.04	0.03	0.00	648.84
	Combustion	26,489 gallons diesel	270.45	0.00	0.00	0.00	270.68
	Fugitive Emissions	Refrigerants	0.00	0.00	0.00	0.01	13.15
	TOTAL		908.60	0.04	0.03	0.01	932.67

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Energy Consumption	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 1	Combustion	62,182 gallons gasoline	545.96	0.01	0.02	0.00	549.40
	Combustion	23,443 gallons diesel	99.91	0.00	0.00	0.00	100.09
	Fugitive Emissions	Refrigerants	0.00	0.00	0.00	0.01	13.15
	TOTAL		645.87	0.01	0.02	0.01	662.64

On and off-road vehicle fleet and equipment fuel data were provided by City of San Rafael. VMT data for 2010 was used as a proxy for 2022. LGO Protocol methods were followed in collection and analysis of vehicle fuel consumption and vehicle miles traveled (VMT). Default CO₂ emission factors for transport fuel from the Local Government Operations Protocol, v. 1.1, May 2010, Table G.11 were used for gasoline and diesel. Renewable diesel emission factor provided by NEXGEN. Default N₂O and CH₄ emission factors for highway vehicles by model year from the from the Local Government Operations Protocol, v. 1.1, May 2010, Table G.12. 2005 emissions were used and were adjusted to reflect IPCC AR5 values for N₂O and CH₄.

Refrigerant capacities for vehicles were estimated using sources provided by ICLEI. LGO Protocol alternate methods were followed in collection and analysis of refrigerant activity data. 2010 activity data and emissions were used as a proxy for 2005 and 2022 data.

WASTE SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Weight	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 3	Landfilled Waste	2,543.6 tons	0.00	0.00	25.38	0.00	710.68

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Weight	Greenhouse Gas Emissions (metric tons)				
			CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 3	Landfilled Waste	3,022.2 tons	0.00	0.00	21.19	0.00	593.41

Solid waste collection data for quantity of containers, container size, pick-ups per week was provided by Marin Sanitary Service. Containers were assumed to be 100% filled at 250 lbs. per cubic yard. 2005 data was revised to reflect a higher weight per cubic yard estimate as recommended by Marin Sanitary Service. All trash bins were assumed to have a 0% diversion rate.

Waste characterization estimated based on the Statewide Waste Characterization Study (2008 and 2021). Emission factors calculated utilizing U.S. Community Protocol for Accounting and Report of Greenhouse Gas Emissions, Version 1.1, July 2013, Appendix E, Method SW.4. 2005 emissions were adjusted to reflect IPCC AR5 values for CH₄.

EMPLOYEE COMMUTE SECTOR NOTES

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2005

Scope	Emission Type	Number of Employees	Vehicle Miles Traveled	Greenhouse Gas Emissions (metric tons)				
				CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 3	Mobile Combustion	220	2,572,471	1,306.95	0.11	0.08	0.00	1,337.23

LGO PROTOCOL – EMISSIONS BY SCOPE AND EMISSION TYPE, 2022

Scope	Emission Type	Number of Employees	Vehicle Miles Traveled	Greenhouse Gas Emissions (metric tons)				
				CO ₂	N ₂ O	CH ₄	HFCs	CO ₂ e
Scope 3	Mobile Combustion	496	2,867,029	986.48	0.02	0.05	0.00	913.86

In 2024, the City distributed commute surveys to its employees regarding travel mode, vehicle type and model year, fuel type, fuel efficiency, and miles traveled to work. Information provided by respondents was used to estimate gallons of fuel consumed and, if necessary, to determine fuel efficiency at www.fueleconomy.gov. Weekly data were converted into annual VMT data assuming 10% reduction for vacation days, sick days and holidays for full-time and part-time employees. 103 employees responded to the survey, a response rate of 21%. Estimates for total employee commutes were extrapolated from this data. Utilized default CO₂ emission factors for transport fuel from the Local Government Operations Protocol, v. 1.1, May 2010, Table G.11. 2005 emissions were adjusted to reflect IPCC AR5 values for N₂O and CH₄.

INFORMATION ITEMS

Information items are emissions sources that are not included in the inventory but are reported here to provide a more complete picture of emissions from San Rafael’s government operations. Information items for this inventory include one parks department vehicle, refrigerators, freezers, and air conditioning units using R-12 and R-22 refrigerants. These refrigerants are not included in the inventory because they are ozone-depleting substances and are being phased out by 2020 under the terms of the Montreal Protocol.

INFORMATION ITEMS

Source	Refrigerant	Metric Tons CO ₂ e
Refrigerators and Air Conditioning	R-12, R-22	13.83
Total		13.83



SUSTAINABILITY PROGRAM WORKPLAN – FY 2023-2025 STATUS UPDATE

2023-2025 ACTION STRATEGIES	STATUS	UPCOMING
1. Work with City departments to integrate climate action and resilience into department goals and projects.	In progress. Met and developed activities with Digital Services, Economic Development and Parking Services.	Hosting an open house for employees in September. Anticipate completion February 2025.
2. Implement SB 1383 , including enforcement, reporting, procurement, and edible food recovery requirements.	In progress. Signed agreement with Zero Waste Marin to enforce. Conducted internal operations planning and trainings and purchasing . Conducted community outreach . First review by CalRecycle in progress.	Respond to CalRecycle this fall. Continue outreach and education and internal coordination ongoing.
3. Explore a Climate Financing District with County & other stakeholders to help plan adaptation and mitigation combined with housing security	In progress. Met with Finance Director and NHS Advisors, convened a Bay Area Wide climate finance panel to develop knowledge across jurisdictions.	Continue discussions with Finance, Economic and Community Development and continue participation in countywide sea level rise adaptation planning effort with County of Marin.
4. Adopt and implement an Electric Vehicle Strategy Workplan based on the Countywide EV Acceleration Strategy. Include City fleet as well as public charging infrastructure and a focus on equity.	Adoption completed. Implementation in progress. Contracted with consultant to develop a 5-year plan for medium and heavy-duty vehicle transition and infrastructure upgrades. Reserved spot in PGE EV Fleet Program. Received awards for technical assistance from MCE and Metropolitan Transportation Commission. Participating on MCE Charged by Public Power clean vehicle working group. Participating on PGE EV Fleet Electrification Advisory Group.	Complete new Fleet Policy. Complete application for PG&E EV Fleet Program. Develop RFP for EV charger project at City Facilities. Complete fleet transition plan. Anticipated completion June 2025 Continue participation in community EV working groups. Anticipated completion in future years.



SUSTAINABILITY PROGRAM WORKPLAN – FY 2023-2025 STATUS UPDATE

<p>5. Work with County to promote energy efficiency and electrification of existing buildings, including investigating potential for community Microgrids</p>	<p>In progress. Completed the development of an existing buildings energy efficiency ordinance, adopted by Council May 2024. Participating in countywide building electrification roadmap development.</p>	<p>Participate in completion of countywide building electrification and energy efficiency roadmap. Consider new green building reach codes for next building code cycle. Convene stakeholders to develop local clean energy and microgrid proposals. Anticipated completion June 2024.</p>
<p>6. Develop the Equitable Low Carbon Economy program recommendations and begin work on relevant projects.</p>	<p>Research and recommendations report completed, including priority work plan. Updated web resources for businesses. Implementation in Progress. Applied for clean transportation workforce development project for East San Rafael/Canal.</p>	<p>See workplan priorities. Anticipated completion in future years.</p>
<p>7. Continue the Illegal Dumping program pilots and bring a suite of solutions to Council for consideration for long-term dumping reductions.</p>	<p>In progress. 5 years of pilot programs and data collection completed.</p>	<p>Proposal anticipated to go to Council Fall 2024. Implementation anticipated in 2025.</p>
<p>8. Complete the grant-funded Canal Collaboration and SLR Feasibility Assessment project toward identifying adaptation priorities to pursue.</p>	<p>In progress. Feasibility study underway. Contracts in place with two community nonprofits, UC Berkeley, and consultant team. Conducted dozens of engagements and educational activities. Completed numerous data and mapping studies deepening our knowledge of vulnerabilities.</p>	<p>Host community education events. Complete feasibility study. Anticipated completion by fall 2025. Identify new funding for continuation of planning effort.</p>



SUSTAINABILITY PROGRAM WORKPLAN – FY 2023-2025 STATUS UPDATE

<p>9. Develop a citywide climate resilience plan and integrate with Local Hazard Mitigation Plan and other resilience planning efforts and documents.</p>	<p>In progress. Participating in County engagement to determine countywide collaboration and plan development. Participating in Bay Conservation Development Commission regional climate adaptation process.</p>	<p>Anticipated to continue to build our data and suite of proposals throughout 2025, with plan development in the future based on new regional guidelines under development.</p>
<p>10. Implement and respond to state laws such as automated solar permitting, green building, renewable energy, and others that arise.</p>	<p>Ongoing. Have been implementing or responding to state laws and regulations including SB 272, solar permitting, and green building requirements.</p>	<p>Ongoing.</p>
<p>11. Reimagine and rebuild the Volunteer Program including development of new positions in departments and new community volunteer opportunities such as increasing community cleanups and tree and landscape programs.</p>	<p>In progress. Developing proposal in conjunction with Human Resources and City Manager.</p>	<p>Finalize proposal and hire accordingly by early 2025.</p>