



## AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, AUGUST 3, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 859-7732-5943#

### **CORONAVIRUS (COVID-19) ADVISORY NOTICE**

In response to Executive Order N-29-20, the City of San Rafael will no longer offer an in-person meeting location for the public to attend. This meeting will be streamed through YouTube Live at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael). Comments submitted via YouTube Live must be submitted according to the directions located on the YouTube video description. The City is not responsible for any interrupted service. To ensure the City Council receives your comments, submit written comments to the City Clerk prior to the meeting. For more information regarding real-time public comments, please visit our Live Commenting Pilot page at <https://www.cityofsanrafael.org/live-commenting-pilot/>.

Want to listen to the meeting and comment in real-time over the phone? Call the telephone number listed on this agenda and dial the Meeting ID when prompted. Feel free to contact the City Clerk's office at 415-485-3066 or by email to [lindsay.lara@cityofsanrafael.org](mailto:lindsay.lara@cityofsanrafael.org) if you have any questions.

Any member of the public who needs accommodations should contact the City Clerk (email [lindsay.lara@cityofsanrafael.org](mailto:lindsay.lara@cityofsanrafael.org) or phone at 415-485-3066) who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

### **OPEN SESSION - (669) 900-9128, MEETING ID 851-2675-0545# - 5:30 PM**

1. Mayor Phillips announced Closed Session items.

### **CLOSED SESSION - (669) 900-9128, MEETING ID: 851-2675-0545#- 5:30 PM**

2. Closed Session:
  - a. Conference with Labor Negotiators; Government Code Section 54957.6  
Agency Designated Representatives: (Jim Schutz, Cristine Alilovich, Diana Bishop)  
Employee Organization: San Rafael Police Association, San Rafael Police Mid-Managers Association
  - b. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property: 815 C Street and 855 C Street  
Agency negotiators: Ethan Guy; Gerald Ramiza, Special Counsel; Elizabeth Seifel, Real Estate Advisor  
Negotiating parties: Centertown Associates Ltd.  
Under Negotiation: Price and Terms of Payment of Ground Lease Option

### **REGULAR MEETING - VIRTUAL MEETING**

Telephone: (669) 900-9128,

ID: 859-7732-5943#

### **CITY MANAGER'S REPORT:**

3. City Manager's Report:

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

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.

**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 Minutes of City Council / Successor Agency Regular Meeting of Monday, July 20, 2020 (CC)  
*Recommended Action – Approve minutes as submitted*

b. **Nine-Year, One-Quarter Percent Transactions and Use Tax Ballot Measure**

Report on the City Attorney’s Impartial Analysis of the San Rafael Transactions and Use Tax ballot measure on the November 3, 2020 General Municipal Election Ballot; and Authorize Mayor Phillips and/or His Designee to Prepare an Argument in Favor of the Measure and to Prepare a Rebuttal Argument in Opposition to Any Arguments Against the Measure, to be Published in the Ballot Materials for the November 3, 2020 General Municipal Election (CA)  
*Recommended Action – Accept report and approve staff recommendation*

c. **Southern Heights Bridge Replacement**

Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Substrate, Inc. for Construction Management, Inspection, and Materials Testing Services Associated with the Southern Heights Boulevard Bridge Replacement Project, City Project No. 11282, In An Amount Not to Exceed \$425,000 Funded by the Highway Bridge Program Grant (PW)  
*Recommended Action – Adopt Resolution*

**OTHER AGENDA ITEMS**

5. Other Agenda Items:

a. **Wildfire Prevention In San Rafael**

Informational Report on the Marin Wildfire Prevention Authority and Current Activities that Reduce Wildfire Risk in San Rafael; and Resolution Accepting the City of San Rafael’s Final Wildfire Prevention and Protection Action Plan (FD)  
*Recommended Action – Accept report and adopt resolution*

b. **Canal Wi-Fi Network**

Update about the Canal Wi-Fi Network Project (DS)  
*Recommended Action – Accept report*

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

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

6. Councilmember Reports:

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar: - None

**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. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing [Lindsay.lara@cityofsanrafael.org](mailto:Lindsay.lara@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.*



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, JULY 20, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 835-5946-7965#

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

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Present: Mayor Phillips  
Vice Mayor Colin  
Councilmember Bushey  
Councilmember Gamblin  
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz  
City Attorney Rob Epstein  
City Clerk Lindsay Lara

**OPEN SESSION - (669) 900-9128, MEETING ID: 860-1535-8217# - 6:00 PM**

1. None.

**CLOSED SESSION - (669) 900-9128, MEETING ID: 860-1535-8217# - 6:00 PM**

2. Closed Session:

- a. Conference with Labor Negotiators; Government Code Section 54957.6  
Agency Designated Representatives: (Jim Schutz, Cristine Alilovich, Diana Bishop)  
Employee Organization: San Rafael Police Association, San Rafael Police Mid-Managers Association

**REGULAR MEETING - VIRTUAL MEETING**

Telephone: (669) 900-9128,

ID: 835-5946-7965#

Mayor Phillips called the meeting to order at 7:12 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Clerk Lindsay Lara informed the community the meeting would be streamed live to YouTube and members of the public would provide public comment either on the telephone or through YouTube live chat. She explained the process for community participation through the telephone and on YouTube.

**City Attorney Rob Epstein announced that no reportable action was taken in Closed Session**

**CITY MANAGER’S REPORT:**

**3. City Manager’s Report:**

City Manager Jim Schutz provided updates on the Use of Force Policies Task Force, COVID-19 and the San Quentin State Prison COVID-19 status. He announced Dining Under the Lights in downtown San Rafael.

Mayor Phillips commented on the City Manager’s Report

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

Mayor Phillips invited public comment

Correspondence in real-time through YouTube or telephone

- Mimi Willard addressed the City Council regarding adopting the 311 line
- Vanessa Torres addressed the City Council regarding School Resource Officers
- Elvira addressed the City Council regarding School Resource Officers
- Name withheld addressed the City Council regarding the use of force policy review
- Xitlalli addressed the City Council regarding School Resource Officers

**CONSENT CALENDAR:**

Mayor Phillips invited public comment on the Consent Calendar; however, there was none

Councilmember Gamblin moved and Councilmember Colin seconded to approve the Consent Calendar

AYES:	Councilmembers:	Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

**4. Consent Calendar Items:**

- a. **Approval of Minutes**  
**Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, July 6, 2020 (CC)**  
*Approved minutes as submitted*
- b. **Board of Library Trustees Appointment**  
**Appointment of Cheryl Lentini to Fill One Unexpired Four-Year Term to the End of April 2021 on the Board of Library Trustees Due to Resignation of Beverly Rose (CC)**  
*Approved staff recommendation*
- c. **Design Review Board Reappointment and Vacancy**

**Appointment of Sarah Rege to Fill One Four-Year Term to the End of June 2024 on the Design Review Board and Call for Applications to Fill One Unexpired Four-Year Term to the End of June 2021 Due to the Resignation of Samina Saude (CC)**

*Approved staff recommendation*

**d. Below-Market Rate Homeownership Program**

**Resolution Approving and Authorizing the City Manager to Sign the Service Agreement with the Housing Authority of the County of Marin (Marin Housing) for the Administration of the Below-Market Rate (BMR) Homeownership Program; Case No.: P20-006 (CD)**

*Resolution 14841 - Resolution Approving and Authorizing the City Manager to Sign the Service Agreement with the Housing Authority of the County of Marin (Marin Housing) for the Administration of the Below-Market Rate (BMR) Homeownership Program; Case No.: P20-006*

**e. Quarterly Investment Report**

**Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending June 30, 2020 (Fin)**

*Accepted Report*

**f. California State Preschool Contract**

**Resolution Approving a Contract (California State Preschool Program-0287) with the California Department of Education to Provide Funding in the Amount of \$238,821 for Fiscal Year 2020-2021 for Child Development Services and Authorizing the City Manager to Execute the Contract Documents (LR)**

*Resolution 14842 - Resolution Approving a Contract (California State Preschool Program-0287) with the California Department of Education to Provide Funding in the Amount of \$238,821 for Fiscal Year 2020-2021 for Child Development Services and Authorizing the City Manager to Execute the Contract Documents*

**PUBLIC HEARINGS**

**5. Public Hearings:**

**a. [Nine-Year, One-Quarter Percent Transactions and Use Tax Ballot Measure](#)**

**Resolution Directing the Submission to the Electors of the City of San Rafael of a Ballot Measure, Proposing an Amendment to the Municipal Code of the City Of San Rafael to Add a New Chapter 3.19a Adding a New Nine-Year, One-Quarter Percent Transactions and Use Tax, at the General Municipal Election to Be Held Tuesday, November 3, 2020 as Called By Resolution No. 14814; and Directing the City Attorney to Prepare an Impartial Analysis of the Measure (CM)**

Nadine Hade, Finance Director presented the staff report

Staff, including Charles Heath, TBWBH Props & Measures, responded to questions from Councilmembers

Mayor Phillips invited public comment

**Speakers:** Kingston Cole, Board of Directors at Coalition of Sensible Taxpayers (COST), Arianne Stocking, Name withheld

Staff responded to public comment, and the Councilmembers provided comment

Councilmember McCullough moved and Councilmember Colin seconded to adopt the resolution

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

*Resolution 14843 - Resolution Directing the Submission to the Electors of the City of San Rafael of a Ballot Measure, Proposing an Amendment to the Municipal Code of the City Of San Rafael to Add a New Chapter 3.19a Adding a New Nine-Year, One-Quarter Percent Transactions and Use Tax, at the General Municipal Election to Be Held Tuesday, November 3, 2020 as Called By Resolution No. 14814; and Directing the City Attorney to Prepare an Impartial Analysis of the Measure*

b. **Baypoint Lagoons Assessment District**

**Resolution Confirming the Engineer's Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2020-21 (PW)**

Talia Smith, Senior Management Analyst presented the staff report

Staff responded to questions from Councilmembers

Mayor Phillips invited public comment

**Speakers:** John Boland, President of the Baypoint Lagoons Homeowners Association and member of the Baypoint Lagoons Committee

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the resolution

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

*Resolution 14844 - Resolution Confirming the Engineer's Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2020-21*

c. **Point San Pedro Road Median Landscaping Assessment District**

**Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2020-21 (PW)**

Talia Smith, Senior Management Analyst presented the Staff Report

Staff responded to questions from Councilmembers

Mayor Phillips invited public comment

**Speakers:** Kevin Hagerty

Councilmembers provided comment

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the resolution

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

*Resolution 14845 - Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2020-21*

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

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

6. Councilmember Reports:

Mayor Phillips requested a discussion on school resource officers to be held on a future date.

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar:

Chair Phillips invited public comment on the Successor Agency Consent Calendar; however, there was none

Member Bushey moved and Member McCullough seconded to approve the Successor Agency Consent Calendar

a. **Quarterly Investment Report**

**Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending June 30, 2020 (Fin)**

*Accepted Report*

AYES: Members: Bushey, Colin, Gamblin, McCullough & Chair Phillips  
NOES: Members: None  
ABSENT: Members: None

**ADJOURNMENT:**

Mayor Phillips adjourned the meeting at 8:25 p.m.

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
GARY O. PHILLIPS, Mayor





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: CITY ATTORNEY

Prepared by: Robert F. Epstein  
City Attorney

City Manager Approval: \_\_\_\_\_

**TOPIC: NINE-YEAR, ONE-QUARTER PERCENT TRANSACTIONS AND USE TAX BALLOT MEASURE**

**SUBJECT:**

1. CITY ATTORNEY'S IMPARTIAL ANALYSIS OF THE SAN RAFAEL TRANSACTIONS AND USE TAX MEASURE
2. AUTHORIZE MAYOR AND/OR HIS DESIGNEE TO FILE BALLOT ARGUMENT IN FAVOR OF MEASURE

**RECOMMENDATION:**

1. Accept report on the City Attorney's Impartial Analysis of the San Rafael Transactions and Use Tax ballot measure on the November 3, 2020 General Municipal Election Ballot.
2. Authorize Mayor Phillips and/or his designee to prepare an argument in favor of the measure and to prepare a rebuttal argument in opposition to any arguments against the measure, to be published in the ballot materials for the November 3, 2020 General Municipal Election.

**BACKGROUND:**

On July 20, 2020, the City Council adopted [Resolution No. 14843](#), placing a transaction and use tax measure on the ballot for the General Municipal Election being held on November 3, 2020. The measure proposes the adoption of the "San Rafael Emergency Preparedness and Essential Services Protection Measure," a nine-year, one-quarter percent transactions and use tax. To pass, the measure must be approved by a simple majority of the votes cast by the City's electors voting on the tax measure.

Resolution No. 14843 also directed the City Attorney to prepare an impartial analysis of the measure to be filed with the City Clerk and printed in the voter information pamphlet.

Additionally, ballot arguments may be submitted in favor or against a ballot measure. Elections Code section 9282(b) provides:

For measures placed on the ballot by the legislative body, the legislative body, or a member or members of the legislative body authorized by that body, or an individual

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**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

voter who is eligible to vote on the measure, or bona fide association of citizens, or a combination of voters and associations, may file a written argument for or against any city measure.

**ANALYSIS:**

Impartial Analysis:

The City Attorney has prepared the attached impartial analysis for the Transactions and Use Tax ballot measure. The impartial analysis is not meant to advocate a position on the measure, but rather must show the effect of the measure on the existing law and the operation of the measure. The responsibility for preparation of the impartial analysis rests solely with the City Attorney. Therefore, the City Council does not approve the impartial analysis; rather it is presented to the Council merely for information.

Authorization to Prepare Ballot Arguments:

Since the City Council has placed the Transactions and Use Tax Measure on the ballot for the November General Municipal Election, staff recommends that the City Council authorize Mayor Phillips and/or his designee to prepare, sign and submit to the City Clerk a ballot argument in favor of the measure, and to prepare, sign and submit a rebuttal to any arguments filed against the measure, for inclusion in the voter information materials for the November 3, 2020 General Municipal Election.

**FISCAL IMPACT:**

None.

**OPTIONS:**

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

1. Accept the report on the Impartial Analysis; and authorize Mayor Phillips and/or his designee to prepare, sign and submit a ballot argument and rebuttal regarding the Transactions and Use Tax measure.
2. Accept the report on the Impartial Analysis; and authorize other Councilmembers to prepare, sign and submit a ballot argument and rebuttal regarding the Transactions and Use Tax measure.
3. Accept the report on the Impartial Analysis; and do not authorize the Mayor or any Councilmembers to prepare, sign and submit a ballot argument and rebuttal regarding the Transactions and Use Tax measure.

**RECOMMENDED ACTION:**

1. Accept the report on the City Attorney's Impartial Analysis of the Transactions and Use Tax measure; and
2. Authorize Mayor Phillips and/or his designee to prepare, sign and submit to the City Clerk a ballot argument in favor of the Transactions and Use Tax measure, and to prepare, sign and submit a rebuttal to any arguments filed against the measure, for inclusion in the voter information materials for the November 3, 2020 General Municipal Election.

**ATTACHMENTS:**

1. Impartial Analysis by the City Attorney for the San Rafael Transactions and Use Tax measure.
2. Resolution No. 14843, with Attachment A: Full Text of Ballot Measure.

**IMPARTIAL ANALYSIS  
BY THE CITY ATTORNEY  
MEASURE “ \_ ”**

If approved by the voters, this measure, called the “San Rafael Emergency Preparedness and Essential Services Protection Measure,” would amend the San Rafael Municipal Code to establish a new retail transactions and use tax within the City of San Rafael (“City”).

This measure would set the rate of the new retail transactions and use tax at one-quarter of one percent (0.25%). At this rate, for example, a transaction amounting to \$100 in value would generate a tax of 25 cents. It is estimated that the measure, if passed, would generate an additional \$3.4 million in revenue to the City of San Rafael.

The proposed transactions and use tax would be in addition to San Rafael’s current sales tax of 9.0%; therefore, if approved by the voters the total sales tax rate in the City would be 9.25%.

The proposed transactions and use tax would be imposed upon the sale of all tangible personal property sold at retail within the City as well as on all tangible personal property purchased from any retailer outside the City for storage, use or other consumption within the City. This measure would authorize the City, as required by law, to contract with the California Department of Tax and Fee Administration to administer and collect the tax. A person subject to a City use tax is entitled to a credit against the tax for a transactions tax paid under any other state-administered transactions and use taxes law.

This measure requires all proceeds of the tax to be deposited into the City’s General Fund to be used for all general municipal governmental purposes in the City’s discretion.

This measure would provide several enumerated exemptions and exclusions from the transactions and use tax. It further would prohibit the issuance of any injunction against collection of the tax, and would provide for a citizens' oversight committee to be appointed by the San Rafael City Council to review the collection and expenditures of revenues generated by the tax. The measure would provide that the City's authority to impose this tax would expire nine (9) years following its operative date.

This measure has been placed on the ballot by the San Rafael City Council. The ordinance proposed by this measure will only become effective if approved by a simple majority of those electors voting on the measure.

A **YES** vote approves the measure.

A **NO** vote rejects the measure.



Robert F. Epstein  
City Attorney of San Rafael

## RESOLUTION NO. 14843

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DIRECTING THE SUBMISSION TO THE ELECTORS OF THE CITY OF SAN RAFAEL OF A BALLOT MEASURE, PROPOSING AN AMENDMENT TO THE MUNICIPAL CODE OF THE CITY OF SAN RAFAEL TO ADD A NEW CHAPTER 3.19A ADDING A NINE-YEAR, ONE-QUARTER PERCENT TRANSACTIONS AND USE TAX, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2020 AS CALLED BY RESOLUTION NO. 14814; AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE**

**WHEREAS**, by adoption of Resolution No. 14814 on June 15, 2020, the City Council of the City of San Rafael called for and ordered a General Municipal Election to be held in the City of San Rafael, County of Marin, State of California, on Tuesday November 3, 2020, and requested the Marin County Board of Supervisors to consolidate the General Municipal Election with any other election conducted on that date, and requested election services by the Registrar of Voters of Marin County, California; and

**WHEREAS**, due to the public health impacts of the COVID-19 pandemic, and restrictions put in place through public health orders of the State of California and the County of Marin, cities such as San Rafael, which rely heavily on sales tax, transaction and use tax, and transient occupancy tax, have suffered severe revenue reductions; and

**WHEREAS**, the City has developed a COVID-19 Economic Recovery Plan (CERP) to help guide the City in recovery from losses incurred as a result of the pandemic; and

**WHEREAS**, one of the items defined in the CERP is to evaluate and explore community interest in revenue-generating strategies to assist the City in recovering from the current financial crisis; and

**WHEREAS**, a sales tax is a consumption-based tax that scales with consumption and therefore costs residents less who are having financial difficulties and are consuming less; and

**WHEREAS**, groceries and prescription medicines are exempt from a sales tax which reduces the burden of such a tax on residents on fixed incomes; and

**WHEREAS**, the one-quarter percent increase will have the same effect of bringing the rate back to what it was prior to January 1, 2017 at 9.25%; and

**WHEREAS**, only one-quarter percent of local sales tax remains available under the statutory sales tax cap established in state law so the City has a very limited opportunity to capture this revenue stream for local use before it may be taken by overlapping county or other regional agencies; and

**WHEREAS**, the City contracted with Godbe Research and TBWBH Props and Measures to assess community opinions related to potential placement of revenue measures on the ballot for the November 3, 2020 General Municipal Election for approval by the voters; and

**WHEREAS**, the City Council has determined to submit to the voters at the General Municipal Election on November 3, 2020, a ballot measure proposing to impose an additional one-quarter of one percent (0.25%) transactions and use tax (sales tax) within the City, for a period of nine years, to help mitigate the City's financial losses arising from the pandemic.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

1. Pursuant to the laws of the State of California and the Charter of the City of San Rafael, the City Council hereby orders submitted to the electors of the City of San Rafael at the General Municipal Election to be held Tuesday, November 3, 2020, the following measure:

**CITY OF SAN RAFAEL TRANSACTIONS AND USE TAX**

**MEASURE \_\_\_\_\_**

<p><b>“San Rafael Emergency Preparedness and Essential Services Protection Measure.</b> To preserve essential city services with funding that cannot be taken by Sacramento, including disaster/health emergency preparedness, repairing potholes/city streets, maintaining 911 emergency response times, city parks/playgrounds, crime prevention, preserving local services/programs for youth, families, seniors, homeless, and other city services, shall the City of San Rafael measure increasing the local sales tax rate by ¼%, for 9 years, providing \$3,400,000 per year, be adopted?”</p>	YES	_____
	NO	_____

2. A copy of the ordinance establishing a new transactions and use tax of one-quarter of one percent (0.25%) is attached hereto as Attachment “A”, and will be submitted as the full text of the measure to the electors of the City of San Rafael at the General Municipal Election to be held on Tuesday November 3, 2020.

3. The City Council requests that the consolidation and election services requested from the County of Marin by City Council Resolution No. 14814, which requests are incorporated herein by reference, shall also apply to the election on this ballot measure; and

4. The City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election in time, form, and manner as required by law.

5. Pursuant to Elections Code section 9285, the City Council of the City of San Rafael hereby directs the City Clerk to accept rebuttal arguments submitted to the Clerk within ten (10) days after the final date for filing direct arguments.

6. Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Attorney to prepare an impartial analysis of the ballot Measure.

7. This Resolution of the City Council submitting to the electors of the City of San Rafael this ballot measure establishing a transactions and use tax at the General Municipal Election to be held Tuesday, November 3, 2020, shall be effective immediately upon adoption by a two-thirds vote of the City Council.

8. The City Clerk is directed to submit a certified copy of this Resolution to the Board of Supervisors of the County of Marin.

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 Council of said City on Monday, the 20<sup>th</sup> day of July, 2020 by the following vote, to wit:

AYES: COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

  
\_\_\_\_\_  
LINDSAY LARA, City Clerk



**ATTACHMENT “A” – FULL TEXT OF MEASURE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF CITY OF SAN RAFAEL ADDING  
CHAPTER 3.19A TO THE SAN RAFAEL MUNICIPAL  
CODE ENTITLED “TRANSACTIONS AND USE TAX”**

**WHEREAS**, due to the financial impact of the COVID-19 pandemic on the City of San Rafael, the City staff evaluated various mechanisms to increase revenue and maintain City operations in the COVID-19 Economic Recovery Plan (CERP); and

**WHEREAS**, it is projected that over the next 16 months, the City will experience approximately \$11,800,000 in revenue loss which accounts for 15% of the City’s budget; and

**WHEREAS**, the City Council and staff have been critically evaluating the City’s priorities and strategies for providing quality community services with new fiscal constraints. To increase efficiency and work on a leaner budget, the City has frozen 23 staff positions and has temporarily reduced compensation for most City staff. The City will continue to analyze which services are a priority, and the most cost-effective method of delivering these services; and

**WHEREAS**, after study of the financial issues facing the City, and after extensive efforts to gauge the public’s opinions and priorities through surveys of San Rafael residents, the City Council determined that the most prudent, reasonable and financially responsible action it can take to preserve the fiscal stability of San Rafael and to protect vital services and facilities in our City, is to place before the voters a ballot measure to increase the rate of the City’s transactions and use tax by one-quarter of one percent (0.25%); and

**WHEREAS**, a one-quarter of one percent (0.25%) increase in the City’s transactions and use tax can be expected to generate approximately \$3.4 million in additional revenues for the City; and

**WHEREAS**, the cost burden of a transactions and use tax falls on both City residents and visitors; and

**WHEREAS**, a sales tax can be structured as a general tax, thus, providing flexibility in the use of funds to address the uncertain and changing needs of the City due to the pandemic;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN RAFAEL DO  
ORDAIN AS FOLLOWS:**

**DIVISION 1. AMENDMENT TO MUNICIPAL CODE.**

A new Chapter 3.19A is hereby added to the San Rafael Municipal Code to read as follows:

## **Chapter 3.19A**

### **TRANSACTIONS AND USE TAX**

#### **3.19A.010 -- Definitions.**

As used in this Chapter, “City” means the City of San Rafael and “tax” means the transactions and use tax imposed under the provisions of this Chapter.

#### **3.19A.015 – Chapter 3.19 Not Affected.**

The tax imposed by this Chapter is in addition to, and does not replace or amend, the provisions of the tax imposed pursuant to Chapter 3.19 of the San Rafael Municipal Code.

#### **3.19A.020 – Operative Date.**

“Operative Date” means the first day that the tax is imposed and collected. The Operative Date shall be April 1, 2021, unless a later Operative Date becomes effective under the provisions of Section 3.19A.040.

#### **3.19A.030 – Purpose.**

This Chapter is adopted to achieve the following, among other purposes, and the City Council directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative only if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transaction and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that may be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative

procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that may be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

**3.19A.040 – Contract with State.**

Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided however, that if the City shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

**3.19A.050 – Imposition of Transactions Tax; Transactions Tax Rate.**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City of San Rafael at the rate of one-quarter of one percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date.

**3.19A.060 – Place of Transaction.**

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

**3.19A.070 – Imposition of Use Tax; Use Tax Rate.**

An excise tax is hereby imposed on the storage, use or other consumption in the City of San Rafael of tangible personal property purchased from any retailer on and after the Operative Date for storage, use or other consumption in said territory at the rate of one-quarter of one percent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**3.19A.080 -- Proceeds of Tax.**

The proceeds of the transactions and use tax imposed by this Chapter shall be deposited into the general fund of the City to be used for all general government purposes which may include, but are not limited to disaster and health emergency preparedness, repairing potholes and city streets, maintaining 911 emergency response times, City parks and playgrounds, crime prevention, preserving local services and programs for youth, families, seniors, homeless, and other City services. The tax imposed by this Chapter is intended to be and is, a general tax, the proceeds of which are to be spent as the City Council shall in its discretion, from time to time, determine.

**3.19A.090 -- Adoption of Provisions of State Law.**

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

**3.19A.100 -- Limitations on Adoption of State Law and Collection of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made:

1. When the word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California.

2. When the result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by

the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

### **3.19A.110 -- Permit Not Required.**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

### **3.19A.120 -- Exemptions and Exclusions.**

A. There shall be excluded from the calculation of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of

tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

### **3.19A.130 -- Amendments.**

All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

### **3.19A.140 -- Enjoining Collection Forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

### **3.19A.142 -- Annual Audit.**

The proceeds resulting from this Transactions and Use Tax shall be deposited into the City's General Fund and become subject to the same independent annual audit requirements as other general fund revenue.

### **3.19A.144 -- Independent Citizen Oversight.**

A City Transactions and Use Tax Committee, to be established by the City Council by Resolution, shall review the collection and expenditure of tax revenues

collected under the authority of this Chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.

**3.19A.146 -- All Funds Staying Local.**

All tax revenues collected under the authority of this Chapter shall be expended solely on local municipal services and shall not be used for any other purposes.

**3.19A.150 -- Termination Date.**

The authority to levy the tax imposed by this Chapter shall expire on March 31, 2030, or at the end of nine years from the Operative Date if the Operative Date is later than April 1, 2021 as provided in Section 3.19A.040.

**DIVISION 2. CEQA.**

The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The transactions and use tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action nor does it authorize any private activity, but merely taxes such activity as otherwise occurs. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax are used for a purpose that would have either such effect, the City will undertake the required CEQA review for that project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required at this time.

**DIVISION 3. EFFECTIVE AND OPERATIVE DATES.**

This ordinance shall be effective ten days after the date on which the City Council has declared that the voters of the City of San Rafael have approved the ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this ordinance at the General Municipal Election to be held on Tuesday, November 3, 2020, and the tax established herein shall become operative on April 1, 2021 or on such later date as provided in Section 3.19A.040.

**DIVISION 4. CERTIFICATION AND PUBLICATION.**

Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this ordinance and shall cause it to be published, in full or in summary form, according to law.





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Bill Guerin,  
Director of Public Works

City Manager Approval: 

**TOPIC: SOUTHERN HEIGHTS BRIDGE REPLACEMENT**

**SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUBSTRATE, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES ASSOCIATED WITH THE SOUTHERN HEIGHTS BOULEVARD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NO. 11282, IN AN AMOUNT NOT TO EXCEED \$425,000 FUNDED BY THE HIGHWAY BRIDGE PROGRAM GRANT**

**RECOMMENDATION:** Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Substrate, Inc. (Substrate) for construction management, inspection, and materials testing services in an amount not to exceed \$425,000.

**BACKGROUND:** The California Department of Transportation (Caltrans) routinely inspects bridges across the state to ensure the public’s safety. Through this process, the Southern Heights Bridge was identified as needing reconstruction to meet current design, structural, and safety standards. In June 2016, the City retained Mark Thomas to begin preliminary design and public outreach for this bridge. Subsequently, the City has diligently worked to perform bridge design, obtain environmental clearance, and obtain a right of way certification in January 2020 approving the City’s coordination efforts with utility companies and private property owners.

In July 2020, PG&E, Comcast, and AT&T began the process of relocating overhead utility lines away from the bridge to provide the City’s yet-to-be-determined bridge contractor with working space without having heavy equipment interfere with the utility lines. Concurrent with this utility work, staff advertised the construction plans and specifications to solicit contractor bids for the bridge replacement work and anticipate bringing this construction contract before the City Council soon.

**ANALYSIS:** Managing construction throughout the duration of the Southern Heights Boulevard Bridge Replacement Project (Bridge Project) will require full-time inspection services to ensure the construction is in conformance with the construction documents, review contractor work, and manage coordination between utility companies and private property owners. With federal funding available to augment staff resources, Public Works proposes to obtain a consultant to perform field inspection and project management services to assist City staff in day-to-day management of the project.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

On June 4, 2020, Public Works solicited Statements of Qualifications (SOQ) for construction management, inspection, and material testing services. On June 30, 2020, five SOQs from qualified firms were received. All were evaluated by City staff based on criteria specified in the Request for Qualifications including, but not limited to, understanding of the work to be done, previous experience with similar projects, qualified personnel, and familiarity with state and federal procedures. After reviewing the SOQs, the top three ranked firms were each invited to participate in a video conference interview with City staff. Staff recommends Substrate as the most qualified consultant for this project.

**FISCAL IMPACT:** The consultant's fee of \$425,000 will be reimbursed by Caltrans as part of the Highway Bridge Program Grant.

**OPTIONS:** The City Council has the following options to consider relating to this matter:

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with Substrate, Inc.
2. Do not accept the proposal and provide further direction to staff.

**ATTACHMENT:**

1. Resolution
2. Agreement and corresponding Exhibit A

**RESOLUTION NO.**

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUBSTRATE, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES ASSOCIATED WITH THE SOUTHERN HEIGHTS BOULEVARD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NO. 11282, IN AN AMOUNT NOT TO EXCEED \$425,000 FUNDED BY THE HIGHWAY BRIDGE PROGRAM GRANT**

**WHEREAS**, the City desires to reconstruct the Southern Heights Boulevard bridge; and

**WHEREAS**, the City was awarded a federal grant through the Highway Bridge Program administered by Caltrans; and

**WHEREAS**, the City requires outside professional assistance for construction management, inspection, and materials testing services for the aforementioned project; and

**WHEREAS**, in response to the request for proposals (RFP), the Department of Public Works received five proposals and conducted team interviews; and

**WHEREAS**, staff has reviewed the proposals and identified Substrate, Inc. to be the most qualified firm; and

**WHEREAS**, the proposal from Substrate, Inc. was found to be complete and within industry standards.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES**

as follows:

1. The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with Substrate, Inc. for construction management, inspection, and materials testing services associated with the Southern Heights Boulevard Bridge Replacement Project in the amount not to exceed \$425,000, in the form included in the Staff Report for this resolution, subject to final approval as to form by the City Attorney.
2. Funds totaling \$425,000 will be appropriated for this project from the Highway Bridge Program (HBP) grant.
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

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 Council of said City on Monday, the 3rd day of August 2020, by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**

**NOES:            COUNCILMEMBERS:**

**ABSENT:        COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

**AGREEMENT FOR PROFESSIONAL SERVICES WITH SUBSTRATE, INC.  
FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND TESTING SERVICES  
FOR THE SOUTHERN HEIGHTS BOULEVARD BRIDGE REPLACEMENT PROJECT**

**ARTICLE I INTRODUCTION**

- A. This AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the following named, hereinafter referred to as CONSULTANT, and the following named, hereinafter referred to as LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Substrate, Inc., incorporated in or authorized to do business in the State of California.

The Project Manager for the "CONSULTANT" will be Sundeep Jhutti

The name of the "LOCAL AGENCY" is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal ("Cost Proposal") dated July 20, 2020. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorney's and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except CONSULTANT will not reimburse LOCAL AGENCY for any such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT'S assigned personnel. CONSULTANT in the performance of its obligation hereunder, is only subject to the control of direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished,
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

## **ARTICLE III STATEMENT OF WORK**

The CONSULTANT shall perform the services specified in the Scope of Work, dated June 30, 2020, attached hereto as Exhibit A and incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit A, and the terms of this AGREEMENT, the terms of this AGREEMENT shall take precedence.

## **ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on the date first hereinabove written, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

## **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will

be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal.
- C. Reserved.
- D. Reserved.
- E. Reserved.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. Reserved.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael Department of Public Works  
Bill Guerin  
111 Morphew Street  
San Rafael, CA 94901

- L. Reserved.
- M. The total amount payable by LOCAL AGENCY shall not exceed the amount agreed to in this AGREEMENT, unless authorized by amendment.
- N. Reserved.

O. Reserved.

P. The total amount payable by LOCAL AGENCY for all work resulting from this AGREEMENT shall not exceed \$425,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT.

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXVI, Ownership of Data.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Article XI, section C. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXVI, Ownership of Data.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual items of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200, are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Gov. Code §8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records,



Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT

at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultants, and no sub-agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub-agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

## **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer  
[http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region\\_Map\\_Construction\\_7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its

subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above.

In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
  1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§1771, 1775, 1776, 1777.5, 1813, and 1815.
    - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
    - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
    - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem

wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub-agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### **ARTICLE XIII CONFLICT OF INTEREST (Verbatim)**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from the AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub-agreements, which exceed one hundred thousand dollars (\$100,000) and that all such subrecipients shall certify and disclose accordingly.

## ARTICLE XVI NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.



## ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

## ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is **6.0%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in

writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## **ARTICLE XIX INSURANCE**

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

1. 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. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. 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, LOCAL AGENCY reserves the right to require CONSULTANT to provide professional liability insurance pursuant to this section.
4. If it employs any person, CONSULTANT shall maintain worker's 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 worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.

- 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 worker's compensation insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, 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 LOCAL AGENCY and shall not call upon LOCAL AGENCY'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 worker's 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 LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY 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 LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'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 LOCAL AGENCY 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.
- C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney 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 LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY'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 or LOCAL AGENCY'S City Attorney 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. LOCAL AGENCY 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 PROJECT MANAGER and the City Attorney.

## **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT’s performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

**ARTICLE XXXI RETENTION OF FUNDS**

No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) days after the subconsultant’s work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY’s prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

**ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:           Substrate, Inc.  
                              Sunny Jhutti, President  
                              270 Crest Rd  
                              Novato, CA 94945

LOCAL AGENCY:       City of San Rafael  
                              Bill Guerin, Contract Administrator  
                              111 Morphew Street  
                              San Rafael, CA 94901

**ARTICLE XXXIII CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.



**ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES**

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, 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.

**ARTICLE XXXV 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.

**ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES**

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

**ARTICLE XXXVII 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 contract or any applicable law, ordinance or regulation.

**ARTICLE XXXVIII APPLICABLE LAW**

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

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 LOCAL AGENCY, 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.

**ARTICLE XXXIX SIGNATURES**

CITY OF SAN RAFAEL

SUBSTRATE, INC.

\_\_\_\_\_  
JIM SCHUTZ  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

and

SUBSTRATE, INC.

\_\_\_\_\_  
LINDSAY LARA  
City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN  
City Attorney

**Exhibit A:**  
***Scope of Work***



**SAN RAFAEL**  
THE CITY WITH A MISSION

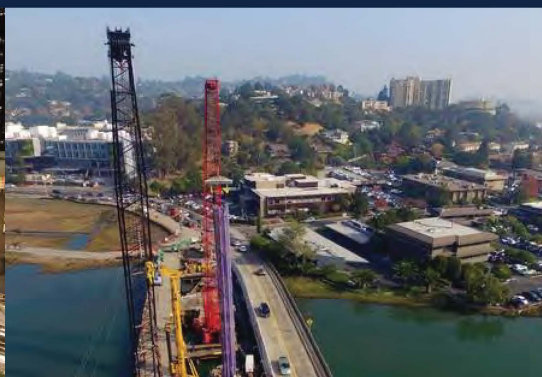
Construction Management, Inspection,  
and Testing Services for the Southern Heights  
Boulevard Bridge Replacement Project  
Federal Project No. BRLO 5043(038)

CITY OF SAN RAFAEL

June 30, 2020 | Statement of Qualifications



SUBSTRATE, INC.





June 30, 2020

**Mr. Hunter Young**  
**Assistant Public Works Director/City Engineer**  
City of San Rafael – Department of Public Works  
1400 5<sup>th</sup> Avenue  
San Rafael, CA 94901

**Substrate, Inc.**  
270 Crest Rd  
Novato, CA 94945  
T: 415.246.4920  
substrateinc.com

**Sunny Jhutti, PE, SE**  
President  
E: sunny@substrateinc.com

**Subject: Statement of Qualifications for Construction Management, Inspection, and Testing Services for the Southern Heights Boulevard Bridge Replacement Project - Fed No. BRLO 5043 (038)**

Dear Mr. Young:

Substrate, Inc is pleased to submit this Statement of Qualifications to provide **Construction Management, Inspection, and Testing Services for the Southern Heights Boulevard Bridge Replacement Project for the City of San Rafael**. We are confident that we have organized the right team that is the right fit for the City of San Rafael's needs on this challenging Southern Heights Boulevard Bridge Replacement located in an a region of the city with limited access and a small footprint.

We want you to be rest assured as you are in safe hands with Substrate, as we not only have done similar projects like this one before, but have won a National Award doing so. **Substrate, just recently won the 2019 National APWA Best Transportation Project (\$5 Million Dollar Category)** for the Marsh Creek Bridge Replacement project, which has similar issues as your project: limited real-estate, local opposition, and complex staged bridge construction.

**Substrate, Inc is a Marin County based certified DBE and SBE firm specializing in providing construction management services for federally funded bridge projects that are part of the Highway Bridge Program (HBP)**. The Southern Heights Boulevard Bridge Replacement will require an experienced construction management team that has relevant experience with working on projects similar in size and scope, specifically federally-funded local agency bridge replacement project, located in an area with limit access and small footprint. Substrate has a **proven successful track record** - members of our firm have successfully been involved in several construction management projects throughout California for clients such as – Contra Costa County, City of Larkspur, City of Novato, CALTRANS, BART, Transbay Joint Powers Authority, and various other local agencies.

**The following is the value we bring to the City of San Rafael:**

- **Local, Streamlined, and Efficient Team** – We did our very best to assemble a local team that provides the best value and meets the needs and project objectives for the City of San Rafael on this pursuit. Substrate has successfully performed all the major technical submittal reviews as a subconsultant to Prescience Engineers on the City of Larkspur's Bon Air Bridge project literally 1 mile away from your project. Substrate also recently finished a Constructability Review for the Grant Avenue Bridge Rehabilitation in Novato.

The proposed Project Manager/Resident Engineer, Sunny Jhutti, PE, SE (Substrate) and full-time Inspector, Edwin Ekberg (Substrate), are locals, living in Novato and Napa, respectively. We brought on board Scott Stephens from local Miller Pacific Engineering Group for Material Testing (Caltrans Certified Lab), and for Public Outreach, we engaged Marin-based - Dave Javid from Plan to Place who is currently helping the City of Mill Valley with managing public outreach on the Mill Valley Downtown Paving, Sidewalk, and Utility Improvements and has received outstanding reviews on his efforts with a very challenging and politically plugged in community. Finally, we brought on board Sonoma County-based Cinquini & Passarino to assist with QA Bridge surveying, who are currently providing surveying for Chalk Hill Road Bridge and Franz Valley School Bridge in Sonoma County. We added Abe Construction Services for Gamma-Gamma Testing (CT-233) of the CIDH Piles and Verux Inc is on board for QA SWPPP inspections, as needed.

This project **only really requires two key individuals: A Resident Engineer/Structure's Representative and full-time Inspector**. Given the **public exposure risks on this project, we have engaged Plan to Place for additional Public Outreach Support**, but the need a separate Project Manager is not warranted for a project, as the proposed Resident Engineer has been in the dual role recently on Marsh Creek Bridge. Moreover, the \$3.05 million Engineer's Estimate would not allow a budget large enough to warrant a separate PM. For Highway Bridge Program (HBP) projects, the maximum reimbursement for CM will be 15% total construction costs, which leads us to critically evaluate which project team roles are essential in delivering a bridge that complies with Federal Quality Standards and the Public Outreach concerns of the City of San Rafael. Based on the HBP requirements and critical evaluation of the Project needs and City objectives, the aforementioned team has been structured which we believe provides the maximum value to the City, while keep costs within Federal Reimbursable limits.

- **State and Federal Procedures** - Sunny Jhutti, PE, SE (Substrate), the proposed Project Manager/Resident Engineer has over 21 years of federally-funded bridge experience and thoroughly familiar with Caltrans Oversight procedures and federal funding requirements of the HBP. He is a former Caltrans Bridge Engineer and is an expert on the **Caltrans 63 Category filing system and LAPM Chapters 16, and 17**. Substrate has delivered several federal funded projects, including HBP projects for Local Agencies. Within the last 5 years our firm completed the following **federally funded bridge projects for Local Agencies, several of which were HBP projects**: Marsh Creek Bridge Replacement – Contra Costa County, Orwood Rd Bridge Replacement – Contra Costa County, I-80 San Pablo Dam Rd Interchange, Phase 1 – Contra Costa Transportation Authority, and Transbay Busramp Cable Stayed Bridge – Transbay Joint Powers Authority. **All four projects, which are federally-funded bridge projects have successfully passed their Caltrans Mid and Post Audits reviews with no issues or irregularities.** Federally Funded Bridge (HBP) File Audits are very detailed and comprehensive, and Sunny has a very favorable reputation with Moe Shakernia, Caltrans District 4 Oversight Engineer, and Sylvia Fung, Caltrans District Liaison Engineer.

**Caltrans Familiarity** - As a former Caltrans Bridge Structure’s Representative, Sunny spent 4 years working for **Jeff Kress, Sonoma - Marin Area Senior Bridge Engineer (14 years in total for Caltrans as employee and consultant)**, on such projects as Marin-Sonoma Narrows MSN A-1 in Novato, Corte Madera Creek Bridge Rehabilitation, Petaluma River Bridge and Lakeville Replacement, and Central Cotati Widening. Considered a leader in bridge construction, Sunny has instant rapport and respect from Caltrans Northbay Managers including Jeff Kress and Farhad Farazmand, as well as, with Moe Shakernia of Caltrans Division of Local Assistance, who will be performing the Mid and Post File Audit.

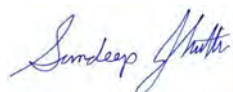
Sunny is a **licensed Structural Engineer in California** and has reviewed over 50 independent Falsework Checks, over 30 shoring reviews, several access trestles, and countless CIDH Pile Submittal Reviews. In fact, Sunny recently reviewed and approved all the 8 ft diameter CIDH Pile Placement Plans for the Bon Air Bridge Replacement in Larkspur and 6 ft diameter CIDH piles on the Orwood Road Bridge Replacement, both of which has their own Cofferdams. This included reviewing pile placement plans, inspection tube placement, and temporary access trestle. For the Southern Height’s project this scale of technical analysis is not required, as the CIDH Piles are only 3 ft diameter, however the concepts remain the same and the same level of detail and effort will be required for successful and safe delivery.

- **Public Outreach** - Public Outreach, Coordination, and Notification is a critical component of this bridge construction project, as it is in a sensitive neighborhood in Marin that is between downtown San Rafael and the City of Larkspur. Adjacent neighbors pose the highest risk on this project, and as such, a joint effort between Sunny and Edwin (on a day to day basis) will be required to successfully deliver this project without significant complaints. Lesson-learned from award-winning Marsh Creek bridge project and the City of Mill Valley Downtown project will be employed to make sure a positive perception of this project is achieved. For this reason we have engaged Dave Javid from Plan to Place who is currently helping the City of Mill Valley with managing public outreach on the Mill Valley Downtown Paving, Sidewalk, and Utility Improvements and has received outstanding reviews on his efforts which a very challenging and politically plugged in community.
- **Innovative** - Substrate just wrapped up the Marsh Creek Bridge Replacement project, where (as the Prime Consultant) we delivered a two-season project in one season using innovative methods. Where possible, we will work with the Contractor and Designer to implement innovative, cost or schedule saving techniques while keeping project safety and quality as our priority. **The proposed dual Falsework/Trestle in the Key Issues section of this proposal is an example of an innovative solution that will reduce project complexity and increase safety.**
- Finally, the team has committed to 75% DBE goal, which will far exceed the required 6% goal.

As President of Substrate, Inc, I am empowered to negotiate a contract with the City and hereby commit to the obligations contained in the proposal. **The sample Professional Services Agreement (PSA) in the RFQ is acceptable as-is.** Substrate acknowledges receipt of Addendum 1 and 2 of this RFQ and have prepared our Statement accordingly. This proposal is valid for 90 days.

Thanks for the opportunity to submit our Statement of Qualifications for consideration and for reviewing our proposal.

Sincerely,



**Sundeep Jhutti, President**

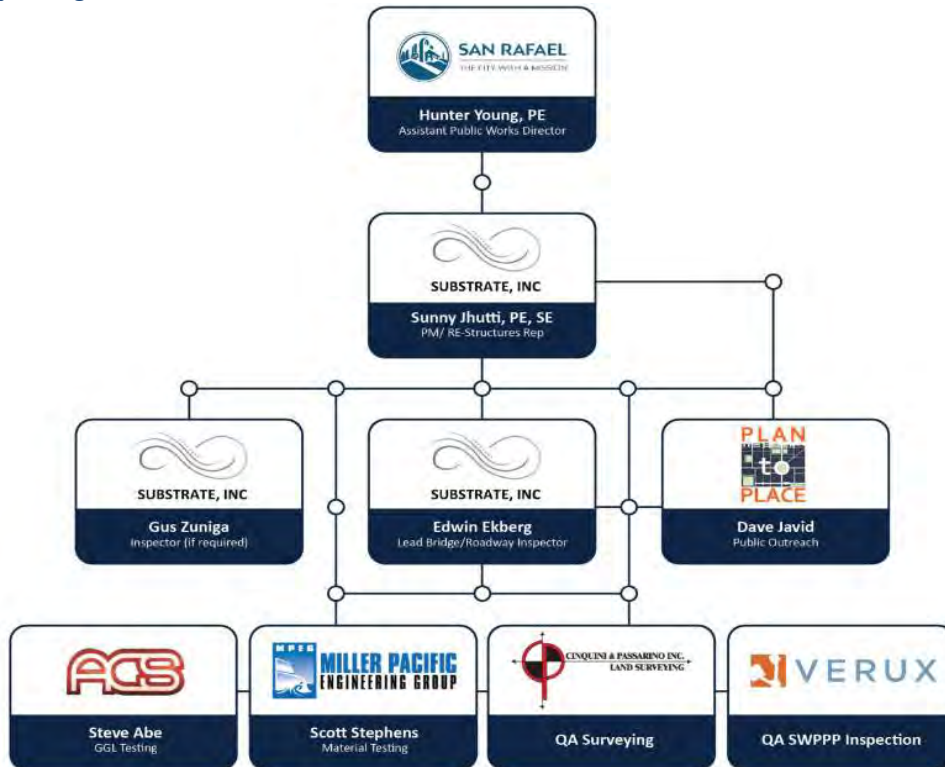
<b>Firm President Contact Information</b>	
<b>Name and Title:</b>	Sunny Jhutti, PE, SE – President
<b>Company Name:</b>	Substrate, Inc
<b>Address:</b>	270 Crest Rd, Novato, CA 94945
<b>Phone Number:</b>	415-246-4920
<b>Email:</b>	sunny@substrateinc.com

## QUALIFICATIONS AND EXPERIENCE

### Substrate, Inc - The Right Team

We did our very best to assemble a local team that provides the best value and meets the needs and project objectives for the City of San Rafael on this pursuit. We have carefully selected the right people who are appropriately experienced and skilled professionals with right project experience to that required to provide right expertise for the City of San Rafael on this Southern Heights Boulevard Bridge Replacement.

### Substrate – Project Organizational Chart:



### Key Personnel



**Sunny Jhutti, PE, SE - Project Manager/Resident Engineer**



**Former Caltrans Structures**

Mr. Sunny Jhutti has vast experience in providing construction management, design, and contract administration of highways, roads, bridges, buildings and public works infrastructure projects in California. Over the past 21 years, he has been involved in numerous construction management projects for State, Regional, & Local Agencies in the capacity of Project Manager, Resident Engineer, Structure’s Representative, Chief Technical Reviewer, and Lead Inspector.

He is a specialist when it comes to bridge construction management with traditional Design-Bid-Build project delivery and Highway Bridge Program (HBP) Funding. He is fully versed in LAPM Chapters 15, 16, and 17. Sunny has successfully completed several federally funded projects through pre, mid, and post-audits with Caltrans with no irregularities.



**Edwin Ekberg – Full-Time Bridge/Roadway Inspector**

Intelligent, forward thinking, and proactive Senior Inspector with more than 30 years’ experience specializing in large-scale public works construction. He has acted in the role of QA Manager, Senior Inspector, Lead Inspector, and Inspector on project ranging from \$2 million to \$220 million dollars. Edwin is very familiar with the latest Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Agency Procedure’s Manual (LAPM), and the “Greenbook” Standard Specifications for Public Works Construction.



Competent in all aspects of Municipal Capital Improvement projects including: Bridges, Grade Separations, Fish-passages, Pedestrian Bridges, Pavement Rehabilitation, Overlays, HMA Paving, Concrete Sidewalks, Ramps, Pedestrian and Bike Facilities, Streetscaping and Beautification, ADA Compliance, Utilities, Drainage, Sewers, Storm Drains, Striping, etc.

**Sub-consultants**

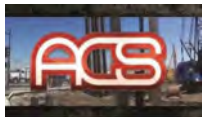


**Dave Javid - Plan to Place – Public Outreach and Community Engagement Support** – By working closely with the Resident Engineer and Inspector, Dave will help brand our message to ensure we have weekly strategic communication, Public Outreach and positive community relations on this project. While Sunny and Edwin will handle the day-to-day public outreach and management, Dave will help with digital and print media, constant contact, and weekly engagement, including working with Substrate to develop weekly content for the City of San Rafael’s website. He has recently done a stellar job for Downtown Mill Valley, in one of the most politically plugged in communities of Marin.



**Miller Pacific Engineering Group (MPEG) - Materials Testing** – By working closely with the Resident Engineer and Inspector, MPEG will provide the material engineering and testing services, as well as, source inspection as needed. Substrate, Inc and Scott Stephens, PE will be working closely together to coordinate all inspection services. MPEG

has extensive experience and knowledge of the local conditions in and around Marin County and the Bay Area, working on a wide variety of projects ranging from roadway and city street subgrades, utility trench backfill testing, to inspection for highways and bridges, for all types of soil conditions. Headquartered in Novato, **MPEG is a Caltrans Certified Laboratory.**



**Abe Construction Services (ACS) - GGL Testing** – We have included Specialty Pile Testing from Steve Abe. He’s a statewide expert and specialist on Gamma-Gamma Logging Test (CT-233), as a Federally Funded Testing Requirement, to ensure adequate concrete density in the below ground CIDH shafts. We have included him as a contract requirement for Quality Assurance, to ensure the City gets their full federal reimbursement. **ACS is a**

**Caltrans Certified Laboratory.**



**Verux – SWPPP QA Inspections** – We have included Verux on the team for SWPPP QA Inspections, as needed, because the specifications have indicated that this is a Risk Level 2 project. Though there is no immediate body of water adjacent to the jobsite, we want to

ensure the Contractor and his SWPPP consultant are doing their jobs with respect to street sweeping, inlet protection, dust control, and installing proper BMPs as construction will be proceeding through the winter which as the potential to be a muddy mess (if not properly controlled). Here’s where Verux will bring additional value, even though Sunny and Edwin are SWPPP QSP trained.



**Cinquini & Passarino, Inc will be assisting with specialized surveying support** for this project and will be under administrative control by Substrate, Inc. Cinquini & Passarino will be performing any required bridge or retaining wall QA as-needed surveying support for Substrate, Inc. They are a local Sonoma County based company. The majority of the Bridge related QA surveying will be provided by Substrate, but Cinquini &

Passarino will be assisting with line for centerline of abutments, return walls, bridge edge of deck and retaining wall layout lines, because we know that TCE and Right of Way is very tight and we want to ensure the bridge is constructed in the exact place it is supposed to in order to mitigate any risk to the City. They are currently providing surveying on Chalk Hill Road Bridge and Franz Valley School Bridge in Sonoma County.

**Key Staff Experience Summary**

The Southern Heights Blvd Bridge Replacement require the Key Role Individuals (Sunny Jhutti and Edwin) to be technically competent with all aspects of bridge, wall and roadway construction, but also being sensitive and politically aware of the neighborhood opposition and tight construction access to this project. As far as technical capabilities, both Sunny Jhutti and Edwin Ekberg have significant experience in the following:

**CIDH Wet Piles, CT-233 (Gamma-Gamma) Testing, Federally Funded and HBP Projects, Caltrans Testing and Reporting Requirements, Bridge Removal, Soldier Pile Wall Construction, Diaphragm Type Abutment Construction, ADA Compliance, Notification to Public, Public Access and Traffic Control, Falsework and Trestle Construction, Temporary Shoring, Paving, Caltrans Deck Construction, Waterline Relocation on Bridges, Approach Slabs, Barrier (including Steel Barriers), Utility Relocation, Drainage, Electrical and LED lighting, Planting, SWPPP, Flowable Backfill Construction, and Erosion Control.** All these required relevant skills both Sunny and Edwin bring to the table and are critical for this project’s success.





**KEY STAFF REFERENCES**

**Sunny Jhutti, PE, SE – PM/Resident Engineer – Structures Rep**

Reference	Project Description and Role
1 <b>Neil Leary, PE</b> Project Manager Contra Costa County Tel: (925) 313-2278	<b>Marsh Creek Road Bridge Replacement Project   Contra Costa County   Resident Engineer/Struct Rep</b> DATE: 4/2018 - 3/2019 COST: \$4.9 Million Substrate provided comprehensive construction management services for a new 91 ft long new California Bulb-Tee Girder bridge replacing the old bridge spanning over Marsh Creek. Project Elements included: temporary stream diversion, drilling and installing soldier-pile wall, soil nail wall shoring, roadway and channel excavation, rock slope protection, concrete bridge approach slab, Type 742 concrete barriers, tubular hand-railing, aggregate base, Hot Mix Asphalt, cold-planing AC, signing, striping, drainage, fencing, Waterline temporary bypass and Permanent Installation, and MBGR.
2 <b>Dennis Turchon, PE - Construction</b> Manager TJPA Tel: (415) 754-5015	<b>Transbay Terminal Bus Ramps   Transbay Joint Powers Authority   Resident Engineer/Struct Rep</b> DATE: 4/2016-8/1/2017 COST: \$58 Million Substrate provided Sunny Jhutti as Resident Engineer/Structure’s Representative and Field Inspector responsible for the Construction Management of the Transbay Bus Ramps Viaduct Project, which provides an exclusive bus-only exit off WB I-80 and the Bay Bridge to the new Transbay Transit Center. There were 5 bridges on this project, which included: Harrison Street Left (CIP-PS-Box), Harrison Street Right (CIP-PS Box), Fremont Offramp Bridge Widening (CIP-PS Box Widening), Fremont Frame 2 (RC Box Girder), and the 1045-foot-long Bus Ramp Viaduct (5 Frames), which consists of three CIP-PS Box Girders, one Stay-Cable Bridge Signature Span, and one “Drop-In-Span” – Composite Steel Plate- Girder Bridge. Frame 5, the Composite Steel Plate-Girder Bridge connected the viaduct to the Transit Center.
3 <b>Jeff Kress, PE</b> Senior Bridge Engineer Caltrans Tel: (510) 867-6019	<b>Petaluma River Bridge and Lakeville Replacement   Caltrans   Lead Inspector and Technical Reviewer</b> DATE: 8/2012– 11/2014 COST: \$90 Million Sunny Jhutti was Principal Assistant Structure’s Representative responsible for the replacement of the existing Petaluma River Bridge and Lakeville OC and Overhead. He was the main Technical Reviewer and Inspector for all the: Falsework, Shoring, Cofferdams, CIDH Piles Placement Plans, Trestle, etc. Other project features included: New MSE Wall, New retaining walls and Kastania Rd OC.
4 <b>Chris Blunk, PE</b> PublicWorks Director City of Novato Tel: (415) 899-8961	<b>Grant Avenue Bridge Widening and Rehabilitation Project   City of Novato   Constructability Review</b> DATE: 2/2020 COST: \$3 Million Substrate, Inc’s Sunny Jhutti provided comprehensive constructability review of the Grant Avenue Bridge Widening and Rehabilitation project. The 95% design proved to be incomplete and did not take into account critical constructability issues such as: Utility Relocations, Land right agreements for TCE’s, retaining wall specifications and Engineer’s Estimate. Sunny also provided a Risk Analysis for the project. This effort lead to a redesign of the project. This approximate \$3 million dollar HBP bridge project includes: CIDH piles, precast girder placement, retaining walls, barrier rail replacement, ADA sidewalks and ramp, retaining walls, paving bridge approaches, plus other items of work.

**Edwin Ekberg – Full-time Bridge/Roadway Inspector**

Reference	Project Description and Role
1 <b>Jerry Grover, PE</b> Project Manager CTRMA Tel: (702) 332-4772	<b>E&amp;C MOPAC Bridges   Central Texas Regional Mobility Authority, Austin, TX   QA/QC Manager</b> DATE: 2014 -2017 COST: \$160 Million Edwin was the QA/QC Manager that directed quality management of high-profile 11.2-mile highway widening, including new automated toll lanes, <b>widening six existing bridges, construction of a new 600ft steel pedestrian bridge</b> , storm sewer and potable water tunneling, mill & replacement of HMA & 3000ft of drilled shaft sound walls.
2 <b>Don Kogel, PE</b> Project Manager USBR/TCCA Tel: (541) 639-1458	<b>Fish Passage Improvement Project – Red Bluff Diversion Dam   USBR/TCCA   Senior Inspector</b> DATE: 2010-2012 COST: \$220 Million Edwin was the Senior Inspector for this US Bureau of Reclamation/Tehama-Colusa Canal Authority joint project. He inspected the construction of 11 gates on the Sacramento River at Red Bluff Diversion Dam (on time and under budget) that diverted water into the Tehama-Colusa and Corning Canals. The work Included a pumping plant, 1,400 LF flat-plate fish screen, <b>710 LF concrete girder bridge (CIDH Wet Piles)</b> , 1,800 LF sheet pile canal, mass- graded earth forebay, electrical, water, storm piping and remediation of 200,000 CY of soil.

## **Sunny Jhutti, PE, SE – Project Manager/Resident Engineer-Structure’s Rep**

Mr. Sunny Jhutti has vast experience in providing construction management, design, and contract administration of highways, roads, bridges, buildings and public works infrastructure projects in California. Over the past 21 years, he has been involved in numerous construction management projects for State, Regional, & Local Agencies in the capacity of Project Manager, Resident Engineer, Structure’s Representative, Chief Technical Reviewer, and Lead Inspector. As a designer, he has been in the role of Principal Design Engineer, Senior Engineer, Project Engineer, and Designer.

Sunny has worked on projects of all delivery types including: Design-Bid-Build, Design-Build, Integrated Project Delivery, and Construction Manager/General Contractor (CM/GC). **He is a specialist when it comes to bridge construction management with traditional Design-Bid-Build project delivery and Highway Bridge Program (HBP) Funding.**

Sunny has also been involved in value engineering, constructability reviews, and construction technical submittal reviews for those same agencies. **Sunny is best utilized as a Resident Engineer/Structure’s Representative, which allows the client to benefit from his leadership and communication skills, but also tapping into his technical skills as he is one of the few Licensed California Structural Engineers performing Construction Management.**

**Sunny’s management style of utilizing a solution-based approach and working with the Contractor has led to his projects never ending up in claims.**

He has also had several years working for local agencies involved in everything from bridge replacements and slide repairs to sewer and street rehab projects and ADA sidewalk construction. He has also been involved with storm drain and sewer rehab projects. His scope of expertise also involves electrical, fiber optic, and camera work. He is intimately familiar with paving procedures and the Caltrans QC/QA process for HMA placement.

Sunny also specializes in providing all technical support, and technical submittal reviews for all road and bridge related projects, which include: Falsework Plans, Engineered Shoring Plans, Cofferdams, Seal Course, Stream Diversions, Bridge Removal or Demolition Plans, CIDH Pile Placement Plans, Sign Structures, Temporary MSE Walls, Joint Seal Assemblies, Steel and Concrete Pile Shop Drawings, Precast Girder Placement Plan Concrete Mix Designs, HMA Mix Designs, Temporary Supports, Bridge Jacking Plans, WQCP, PQWP, Lead Compliance Plans, and Access Trestles. Sunny has performed Constructability Review for the following projects:

- Grant Avenue Bridge Rehabilitation and Widening – City of Novato
- Bon Air Bridge Replacement – City of Larkspur
- I-80 San Pablo Dam Rd Interchange Reconstruction Project - CCTA
- McHenry Blvd Bridge Replacement – San Joaquin County
- South Wilmington Grade Separation - POLA
- BART BESP Seismic Retrofit – A-Line – BART
- BART A-Line 34.5kV Replacement and FO Installation – BART
- BART R-Line 34.5kV Replacement and FO Installation – BART
- Mathilda Avenue Overhead – City of Sunnyvale

Sunny also has significant Office Engineering Experience, such as writing CCO’s, Weekly Statement of Working Days, Newsletter, Progress Payments, Preparing and Auditing Project Records and Job Files based on the Caltrans 63-Category File System. He is also very keen on Labor Compliance, Certified Payrolls, Federal Aid Apprentices and the requirements of the California Department of Industrial Relations. He is fully versed in LAPM Chapters 15, 16, and 17. **Sunny has successfully completed several federally funded projects through pre, mid, and post-audits with Caltrans with no irregularities.**

Sunny’s bridge projects won the following awards: Marsh Creek Bridge Replacement APWA National Transportation Award (2019), Transbay Salesforce Busramp Viaduct – ENR Magazine’s Best California Project (2018), Orwood Rd Bridge APWA Northern California Award (2018), Petaluma River Bridge – Excellence in Partnering Award (2018), Maxwell Bridge Replacement – California Transportation Foundation Award (2007).

## **Education**

**B.S. – Civil Engineering**

University of California, Davis, 1998

**M.S. – Structural Engineering**

CSU, Sacramento, 2002

## **Registration**

**Registered Civil Engineer,**

California: C61752

**Registered Structural Engineer,**

California: S5238

**Safety Assessment Program (SAP)**

Evaluator #74082

## **Specialized Training**

**Cal-OSHA Safety**

Caltrans – Resident Engineer Academy

Caltrans – Bridge Design Academy

Caltrans Trainer – Bridge Rehabilitation

Caltrans – Falsework Training

Caltrans – Trenching & Shoring Training

Caltrans – ABC Construction Training

Caltrans – Bridge Field Engineer Training

**QSP/QSD Trained**

**BART – RWP Certified**

**BART – RE/OE Training**

**UPRR – RWP Certified**

**Division of State Architect (DSA) –**

**Structural Plan Reviewer**

**Project Management Professional (PMP)**

## **Awards**

**Summa Cum Laude Graduate**

Caltrans – Bridge Design Academy

**Certificate of Recognition for Leadership -  
Contra Costa County Supervisor**

## **Project Awards**

**Marsh Creek Rd Bridge Replacement**

**2019 APWA National Project of the Year –  
Transportation - \$5 Million Category**

**ENR California’s Best Projects 2018**

**Transbay Transit Center Bus Ramp**

**Petaluma River Bridge Replacement**

**2018 Excellence in Partnering Award  
“Gold” greater than \$50 Million**

**Orwood Rd Bridge Replacement**

**2018 APWA Project of the Year –  
Transportation - \$5-25 Million Category**

**Maxwell Bridge Replacement**

**2007 Transportation Foundation Project  
of the Year**

## Select Project Experience

### **Marsh Creek Rd Bridge Replacement (HBP Federally Funded) – Contra Costa County (Apr 2018 – Mar 2019) - \$4.9 M**

Sunny was the **Project Manager/Resident Engineer-Structure’s Rep** responsible for the comprehensive Construction Management of the Marsh Creek Bridge replacement project in Clayton. **This project was originally intended to be a two-season project, but by utilizing Accelerated Bridge Construction (ABC) techniques, it was completed in one construction season. This project won the 2019 National APWA Project of the Year Award in the \$5 million dollar category.** The project, approximately 5 miles east of Clayton, CA, consisted of a new 91 ft long new California Bulb-Tee Girder bridge replacing the old bridge spanning over Marsh Creek that was deemed “Geometrically Intolerable”. Project Elements included: temporary stream diversion, drilling and installing soldier-pile wall, soil nail wall shoring, bridge removal, roadway and channel excavation, rock slope protection, concrete bridge approach slab, Type 742 concrete barriers, tubular hand-railing, aggregate base, Hot Mix Asphalt, cold-planing AC, signing, striping, waterline bypass and new installation on bridge, drainage, fencing, and MBGR. 1000 feet of HMA Paving of bridge approached.

This project had significant complexities on a small footprint – accelerated project delivery, multi-stage bridge construction over environmentally sensitive Marsh Creek, limited access and laydown areas, multi-stage traffic control over busy Marsh Creek Rd, complex temporary shoring, local opposition, in creek permit restrictions, soil stockpile management, and significant exposure to wildlife. **The public outreach component on this project was critical as there was significant local opposition.**

### **Transbay Bus Ramp Viaduct Stay-Cable Bridge Replacement (Partially Federally Funded) – TJPA (Apr 2016 – Aug 2017) - \$58 Million**

Sunny was in the key role as the **Resident Engineer/Structure’s Representative** responsible for the Construction Management of the Transbay Bus Ramps Viaduct Project, which provides an exclusive bus-only exit off WB I-80 and the Bay Bridge to the new Transbay Transit Center. The \$58 million Transbay Bus Ramp project is a 1045 ft long Viaduct terminating with a Stay-Cable Span that connects the Bay Bridge directly to the Transbay Terminal Center Building. The main feature of the Bus Ramps project is **Cable-Stayed** portion (Frame 4) of the Viaduct, which is otherwise known as the “**mini-Bay Bridge**”. The Viaduct consisted of 5 frames, including CIP-PS Box Girders (Frame 1-3), Cable Stayed Bridge (Frame 4), and Composite Plate Girder (Frame 5). Other work included: two additional CIP-PS Box Girder Bridges; a CIP-PS Box Girder Widening; an RC Box Girder; Cantilevered Retaining Walls; MSE Walls; CIDH Wet Piles, Steel Barrier with LED Lighting, HMA Paving; Concrete Barriers; and OH Sign Structures. Over 1000 feet of HMA Paving, Striping, Signs, Signals.

This project was unique in that 2 separate specifications were combined together, ACI and Caltrans. And Quality Assurance consisted of two components: Caltrans and Army Corp of Engineer Definable Features of Work (DFOW) processes. This procurement was also CM/GC different from the traditional Design-Bid- Build project delivery. This project was an administrative challenge with multiple Transit Agencies – such as AC Transit, MUNI, CALTRAIN, WestCat, Amtrak, Golden Gate Transit, etc. There was significant Caltrans and City of San Francisco Oversight on this project, as well as, coordination with 20 different Building Trade Packages all in a very congested and narrow urban environment. **As a high-profile, high-visibility, high-risk project, the public outreach component on this project was critical. It was chosen by ENR Magazine for the Best California Projects in 2018 – Transit Structures.**

### **Bon Air Rd Bridge Replacement (Federally Funded) City of Larkspur (Apr 2016 – Sep 2019) \$27M**

Sunny was involved in the Technical Submittal Review and As-Needed Inspection for the Bon Air Road Bridge Replacement project for the City of Larkspur. The project involved a 388ft long bridge replacement over Corte Madera Creek. The bridge is constructed in stages and involved driving piles for an access trestle, which allowed for drilling of the 8’0” diameter CIDH piles which were part of the bridge substructures. The superstructure consisted Precast Pre-stressed Tub Girders, which were then cast over with a Concrete Deck. Other aspects of this project included retaining walls, sidewalks, concrete barriers, approach slabs and HMA paving. The project has complex staging and limitations of work in the creek (June 15 to October 15<sup>th</sup>) and the access trestle had “fingers” designed to place the drilling equipment. These fingers were designed to counter the tremendous torque on achieved by the drilling equipment as the CIDH wet piles were 8’0” diameter and went



**Marsh Creek Rd Bridge Replacement**



**Transbay Bus Ramp Viaduct**



**Bon Air Rd Bridge Replacement**

over 100ft below into the Bay Mud. The same CIDH drilling, slurry displacement, cage suspension, and tremie pour techniques will be employed on Southern Heights Blvd Bridge Replacement, just at a smaller scale. This provide has staged construction and demolition. This project was partially funded by Highway Bridge Program (HBP) Funds. **This project is a very politically sensitive multi-year project over sensitive Corte Madera Creek in a very highly visible area next to Marin General Hospital and Redwood High School, approximately 1.8 miles from Southern Heights Bridge.**

**Orwood Rd Bridge Replacement (HBP Federally Funded) – Contra Costa County (Dec 2015 – July 2017) \$7.3 Million**

Sunny was involved in the technical submittal review for the Trestle and CIDH Piles for the Orwood Road Bridge Replacement project for Contra Costa County. Sunny also performed QA Oversight on the field inspector provided by Substrate. The County project involved a 210ft long bridge replacement over the Sacramento Delta near Orwood Resort. The bridge was constructed in stages and involved driving piles for an access trestle, which allowed for drilling of the 6’0” diameter CIDH piles which were part of the bridge substructures. The superstructure consisted Precast Prestressed Slab Units, which were then cast over with a Concrete Deck. Other aspects of this project included retaining walls on driven piles, concrete barriers, approach slabs and HMA paving. Another critical part of the project was to ensure no concrete or debris entered the Delta, SWPPP compliance, and Biological Monitoring. Approached Paving. Sunny reviewed the complicated trestle design for the contractor, which involved vibrating the piles (rather than driving) to ensure no loss of fish habitat. **This project won the 2018 APWA Project of the Year Award in the \$5-\$25 million dollar category.**



**Orwood Rd Bridge Replacement**

**Petaluma River Bridge and Lakeville Replacement (Federally Funded) - Hwy 101, Caltrans – Petaluma (2013 – 2014) - \$90 Million**

Lead inspector and technical reviewer responsible for the construction of CIP Box girders and Precast California Bulb Tee-Girder segmentally pre-stressed bridge. This project is the longest (907ft) Precast Bulb Tee-Girder Segmental Bridge West of the Mississippi River, which the river span being 230 ft. The project included: bridge demolition over highway, railroad and waterway, bridge construction over Hwy 116 and railroad, bridge construction over Petaluma River, cofferdams, CIDH wet piles, driven piles, retaining walls, MSE walls, CIP-PS Box Girder, Precast California Bulb-Tee Girders – three new bridge – Kastania OC, Hwy 101/116 Separation and Overhead, and Petaluma River Bridge. Sunny performed role as chief submittal review and field lead. **This project was awarded #2 of the Top Ten Bridges in the Nation by Road & Bridges Magazine 2015.**



**Petaluma River Bridge Replacement**

**Other relevant federally funded bridge projects more than 5 years ago:**

- **I80 San Pablo Dam Rd Interchange Reconstruction Project – Phase 1 - CCTA (Feb 2016 – August 2017) - \$20 Million – Project Manager – Constructability Review, AAA assistance, provided Lead Inspector and Office Engineer**
- **Bradley A. Moody Underpass - City of Richmond (2014 – 2015) - \$30 Million Structure’s Representative – CDSM Piles**
- **Marin-Sonoma-Narrows A-1, Hwy 101, Caltrans – Novato (2011-2012) - \$24.2 million – Principal Technical Reviewer and Lead Inspector – CIDH Piles**
- **101/116 Separation, Sierra and Railroad UC - Hwy 101 Central, Caltrans – Cotati (2009– 2011) \$57 Million - Principal Tech Reviewer & Lead Inspector – Driven Piles**
- **Wilfred Interchange and Hwy 101 Widening, Caltrans - Rohnert Park (2008-2009) \$37 Million –Lead Inspector and Technical Reviewer – CIDH Piles**
- **Maxwell Bridge Replacement Project, Caltrans – Napa (2003-2005) \$36 Million - Resident Engineer and Structure’s Representative – Driven Piles, Trestle, Cofferdam**
- **Hwy 101 Widening from Wilfred Avenue to Hwy 12, Caltrans Santa Rosa (2001-2002) \$50 Million - Structure’s Representative.**

**Affiliations**

- Marin Builders Association (MBA)
- American Public Works Association (APWA)
- Construction Management Association of America (CMAA)



**I-80 San Pablo Dam Rd – POC Replacement**

### Edwin Ekberg – Full Time Bridge/Roadway Inspector

Intelligent, forward thinking, and proactive Senior Inspector with more than 30 years’ experience specializing in large-scale public works construction. Proven record of accomplishment of completing projects on time and under budgets even in extraordinarily challenging circumstances and under near-impossible delivery schedules. Exemplary safety record. Trustworthy and professional with exceptional communication skills, eager to embrace new leadership role where execution, relationships, cost savings, and high standards matter. He has acted in the role of QA Manager, Senior Inspector, Lead Inspector, and Inspector on project ranging from \$2 million to \$220 million dollars.

Edwin has worked on projects of all delivery types including: Design-Bid-Build and Design-Build. He was worked with Caltrans, NDOT, TxDot, and Local Agencies (LAPM). **Edwin is very familiar with the latest Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Agency Procedure’s Manual (LAPM), and the “Greenbook” Standard Specifications for Public Works Construction.**

Competent in all aspects of Municipal Capital Improvement projects including: Bridges, Grade Separations, Fish-passages, Pedestrian Bridges, Pavement Rehabilitation, Overlays, HMA Paving, Concrete Sidewalks, Ramps, Pedestrian and Bike Facilities, Streetscaping and Beautification, ADA Compliance, Utilities, Drainage, Sewers, Storm Drains, Striping, etc.

#### Senior Construction Inspector, Napa CA (2019-2020)

- Inspected private development, capital improvement, Measure T and SB-1 projects
- Coordinated with engineers, contractors, local utilities and state organizations (Caltrans)
- Inspected temporary traffic control, oversaw SWPPP, and verified ADA compliance
- Reviewed plans for constructability
- Provided project updates to Public Works Director
- Performed all aspects of public works inspection for HMA, concrete, utilities and more

#### Projects

- HWY 29/3rd street Round-a-Bout, Trancas Street pavement rehabilitation, Dry Creek Road emergency storm drainpipe replacement, Trower Avenue pavement rehabilitation

#### TAM Junction Bicycle and Intersection Improvement project (Federally Funded), TAM, Mill Valley CA (2017-2018) (\$3 M)

Senior Inspector that:

- Inspected installation of bike path, ADA compliant ramps and hardscape improvements
- Oversaw directional drilling for conduits, milling, concrete placement and striping
- Constructed work in Caltrans right of way per TAM improvements (Caltrans Oversight)
- Coordinated with business owners and client weekly
- Reviewed submittals, contractor progress schedules and contractor monthly pay estimates

#### 2016 Street and Sanitary Sewer Improvement Project, City of Mill Valley (2016) (\$3 M)

Senior Inspector that:

- Inspected gravity and force sewer mains, full depth HMA and concrete placement
- Verified ADA compliance as required on new Sidewalk Ramps
- Rehabilitated existing sanitary sewer and storm drain manholes and piping by CIPP lining
- Scheduled third party testing services
- Pipe bursting
- Coordinated and conducted weekly contractor progress meetings
- Coordinated street closures and informed the public along with providing accurate information for the public works website.

#### E&C MOPAC - Central Texas Regional Mobility Authority, Austin, TX (2014-2017) (\$160 M)

QA/QC Manager that:

- Directed quality management of high-profile 11.2-mile highway widening, including new automated toll lanes, **widening six existing bridges, construction of a new 600ft steel pedestrian bridge**, storm sewer and potable water tunneling, mill and replacement of HMA, 3000ft of drilled shaft sound walls, overhead sign structures.

### Education

**A.A. – Construction Science (1985)**  
Santa Rosa Junior College, Santa Rosa, CA

### Specialized Training

- ISO 9001 Lead Auditor # Q06577
- OSHA: 10-Hour Safety & Health
- OSHA: 40-Hour HazWoper Training
- QSP Stormwater Training
- ACI: Concrete Field Testing Grade 1 #922343
- ASNT: Level II VT, UT, PT
- ATSSA: Traffic Control Supervisor # 189821
- AWS: Cert. Welding Inspector #0840821
- ICC: Cert. Structural Masonry Inspector #0186110-84
- ICC: Cert. Structural Steel & Welding Inspector #0186110-85
- ICC: Cert. Reinforced Concrete Inspector #0186110-49
- ICC: Cert. Spray Applied Fireproofing Inspector #0186110-86



MOPAC – Pedestrian Bridge

**Fish Passage Improvement Project – Red Bluff Diversion Dam – US Bureau of Reclamation/Tehama-Colusa Canal Authority, Red Bluff, CA (2010-2012) (\$220 M)**

Senior Inspector that:

- Inspected the construction of 11 gates on the Sacramento River at Red Bluff Diversion Dam (on time and under budget) that diverted water into the Tehama-Colusa and Corning Canals.
- Included a pumping plant, 1,400 LF flat-plate fish screen, **710 LF concrete girder bridge (CIDH Wet Piles)**, 1,800 LF sheet pile canal, mass-graded earth forebay, electrical, water and storm piping and remediation of 200,000 CY of soil.



**Fish Passage – Red Bluff Diversion Dam**

**Decatur/UPRR Grade Separation – Clark County Public Works, Las Vegas, NV (2010-2012) (\$30M)**

Senior Inspector that:

- Led inspection of six-lane roadway with grade separations at the Union Pacific Railroad (on time and under budget). Included traffic signal, waterline relocations, detention basin and storm drain facilities.
- Coordinated inspection, material testing, and field office support services.

**U.S. 395/Clear Acre Interchange for Regional Transportation Commission of Washoe County, Reno, NV (2005-2006) (\$35M)**

Senior Inspector that:

- Managed new U.S. 395 freeway access at Clear Acre Lane and reconstructed the North McCarran Boulevard Bridge and interchange ramps (four bridges replaced), delivered on time and under budget within compliance of all NDOT and RTC specifications.



**CIDH Bent for Fish Passage at Red Bluff**

**Truckee River Canal Bridge for Nevada Department of Transportation, Fernley, NV (2005 (\$4M)**

Senior Inspector that:

- Led inspection services for replacement of Truckee River Canal Bridge on U.S. 95, and included removal of existing, substandard bridge, construction of new steel girder bridge, and widening of existing roadway.

**Bruce Woodbury Beltway (Pecos to I-35) Clark County Public Works, Las Vegas, NV (2000 - 2004) (\$30M)**

Senior Inspector that:

- Replaced of 3 bridge structures on Bruce Woodbury Beltway (Pecos to I-35)
- Inspected and documented all aspects of the Bruce Woodbury Beltway (Pecos to I-35) project for Clark County Public Works, including mass excavation, drainage systems, utilities, and concrete and asphalt paving.



**Decatur/UPRR Grade Separation**

**Other relevant federally funded bridge projects more than 15 years ago:**

- **I-15 Loop – Pecos to I-15 (3 bridges) – Las Vegas, Lead Inspector (2003)**
- **Hwy 50 Bridge Replacement – Reno, NV (2005)**
- **Pool Creek Bridge – Windsor, CA (1998)**
- **I-580 Madison & Cypress Street Structures Retrofit – Caltrans, Oakland, CA (1996)**
- **Booth Street Pedestrian Bridge – Reno, NV (1993)**

**Affiliations**

- American Construction Inspectors Association (ACIA)
- American Public Works Association (APWA)
- Construction Management Association of America (CMAA)
- American Welding Society (AWS)
- International Conference of Building Officials (ICBO)

# DAVE JAVID, AICP, LEED AP

## Founder + Principal

Dave has over 15 years of experience and invaluable insight on the opportunities and the challenges of balancing jurisdictional objectives while meeting community expectations. By implementing a range of engagement and communication platforms, Dave has forged relationships with key community leaders to establish partnerships and a common dialogue that has led to successful policy outcomes.

### FEATURED PROJECTS

#### DOWNTOWN PAVING, SIDEWALK & UTILITY IMPROVEMENTS | MILL VALLEY

Implementing the community engagement strategy by preparing easily understood, and design-oriented project materials that is being shared door to door to local business and residents and through meetings, to distribute project information and updates and solicit the public's thoughts and concerns. Engagement activities have included focused discussions with stakeholders, decision-maker and committee member meetings and the preparation of user-friendly and interactive resources shared at meetings and through the City's project website and newsletters.



#### CLIENT

City of Mill Valley

#### SERVICES

Branding/Communication Tools Meeting  
Facilitation

#### TIMELINE

2018 – present

#### REFERENCE

**Andrew Poster, P. E., T. E.,**

Director of Public Works

email: [aposter@cityofmillvalley.org](mailto:aposter@cityofmillvalley.org) phone: (415) 384-4848

### ADDITIONAL RELEVANT PROJECTS

**DOWNTOWN SPECIFIC PLAN AND EIR** | San Mateo, CA

**DIRIDON STATION AREA COMMUNITY ENGAGEMENT** | San Jose, CA

**DOWNTOWN VISION PLAN** | Los Altos, CA

**NORTH VENTURA COORDINATED AREA PLAN** | Palo Alto, CA

**EL CAMINO REAL CORRIDOR SPECIFIC PLAN AND EIR** | Sunnyvale, CA

**NORTH FAIR OAKS COMMUNITY PLAN AND EIR** | San Mateo County, CA



[www.planttoplace.com](http://www.planttoplace.com)



### EXPERIENCE

#### PLAN TO PLACE

Founder + Principal, 2016 – present

#### M-GROUP

Principal Planner + Designer, 2013 – 2016

#### PMC

Senior Urban Planner, 2011 – 2013

#### MIG INC.

Project Manager, 2009 – 2011

#### RRM DESIGN GROUP

Senior Planner, 2004 – 2009

### EDUCATION

#### MASTER OF ARTS

City and Regional Planning  
California Polytechnic State University  
San Luis Obispo, CA

#### BACHELOR OF ARTS

Urban Studies and Planning,  
Visual Arts Minor  
University of California, San Diego  
San Diego, CA

### PRESENTATIONS

"Retooling the Outreach Toolkit"  
CCAPA Conference, Oakland, CA

"Achieving Sustainable Results: Public and Private Efforts & Coordination"  
CCAPA Conference, Hollywood, CA

"The Planner's Guide to Implementing Green Principles"  
CCAPA Conference, San José, CA

### MEMBERSHIPS +

#### ACCREDITATIONS

Co-Director, Sustainability Committee,  
APA, Cal Northern - 2012-2015

American Institute of Certified Planners (AICP)

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)  
San Francisco Bay Area Planning and Urban Research (SPUR)



**RELEVANT PROJECTS AND TECHNICAL COMPETENCE**

21. TITLE AND LOCATION <i>(City and State)</i> <b>Project 1 – Marsh Creek Road Bridge Replacement, Clayton, CA</b>		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018-2019	CONSTRUCTION <i>(If applicable)</i>
a. PROJECT OWNER <b>Contra Costa County</b>	b. POINT OF CONTACT NAME <b>Neil Leary, PE Project Manager</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>925-313-2278</b>	

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

**Substrate, Inc**, provided comprehensive construction management services for the award-winning Marsh Creek Road Bridge Replacement for Contra Costa County. **Substrate provided the Project Manager - Resident Engineer/Structure's Rep** that oversaw the entire project from pre-construction to post-construction and successful Caltrans Audit. **This project was originally intended to be a two-season project, but by utilizing Accelerated Bridge Construction (ABC) techniques, it was completed in one construction season.** The public outreach component on this project was critical as there was significant local opposition. **This project won the Northern California 2019 APWA Transportation Project of the Year Award in the \$5 million dollar category, as well as, at the National Level. This project was funded by Highway Bridge Program (HBP) Funds.**



The project consisted of a constructing a new 91 ft long new California Bulb-Tee Girder bridge replacing the old bridge spanning over Marsh Creek. Project Elements included: temporary stream diversion, bridge demo, drilling and installing soldier-pile wall, soil nail wall shoring, roadway and channel excavation, rock slope protection, concrete bridge approach slab, Type 742 concrete barriers, tubular hand-railing, aggregate base, Hot Mix Asphalt, cold-planning AC, signing, striping, drainage, fencing, and MBGR. **This project also included an 8" diameter CCWD water line bypass and relocation onto the new bridge that required significant coordination was at one time, the critical path of the project.**

Project Duration: 10 Months, Contract Value: \$4.9 million. Schedule Performance: Finished 1 year ahead of schedule. Designer: Mark Thomas. Key Staff: Sunny Jhutti, PE, SE – Role: Project Manager - Resident Engineer/Structure Rep. Substrate CM Contract Value: \$655,000. Consultant: Substrate, Inc, Novato, CA

21. TITLE AND LOCATION <i>(City and State)</i> <b>Project 2 – City of Larkspur – Bon Air Rd Bridge Replacement</b>		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016-2019	CONSTRUCTION <i>(If applicable)</i>
a. PROJECT OWNER <b>City of Larkspur</b>	b. POINT OF CONTACT NAME <b>Julian Skinner, PE</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>415-927-5020</b>	

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

**The Bon Air Road Bridge Replacement project was partially funded by Highway Bridge Program (HBP) Funds.** It involved a 388ft long bridge replacement over Corte Madera Creek. The bridge is constructed in stages and involved driving piles for an access trestle, which allowed for drilling of the **8'0" diameter CIDH piles** which were part of the bridge substructures. The superstructure consisted Precast Pre-stressed Tub Girders, which were then cast over with a Concrete Deck. Other aspects of this project included retaining walls, sidewalks, concrete barriers, approach slabs and HMA paving. As the sub-consultant to Prescience Engineers, Substrate reviewed the complicated trestle design for the contractor, which was redesigned twice due to pile restrictions in the creek. This project is a multi-year project over sensitive Corte Madera Creek in a very highly visible area next to Marin General Hospital and Redwood High School. This was a very politically sensitive project.

One of the challenges of the project was to minimize the impact on the in-river fish and wildlife during the installation of the access trestle and drilling of the CIDH piles. It was determined that the trestle pipe piles could be vibrated in, and therefore, installed with a vibratory hammer. Substrate performed the submittal review for the in-river Access Trestle, CIDH Pile Placement Plan, Cofferdam Review, Trestle Ramp, and Girder Placement Plan. He will also be involved in inspection. This project is less than two miles away from the Southern Heights Bridge. Project Duration: 4 years, **Contract Value: \$26.7 million. Largest bridge project in City of Larkspur's history.** Key Staff: Sunny Jhutti, PE, SE – Role: Chief Technical Reviewer – Substrate CM Contract Value: \$106,768.







21. TITLE AND LOCATION (City and State) <b>Project 3 - Contra Costa County – Orwood Road Bridge Replacement</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015-2017	CONSTRUCTION (If applicable)

a. PROJECT OWNER <b>Contra Costa County</b>	b. POINT OF CONTACT NAME <b>Kevin Emigh, PE</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>925-313-2233</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)  
Substrate, Inc, was involved in the Construction Inspection and Technical Submittal Review for the Orwood Road Bridge Replacement project for Contra Costa County. The County project involved a 210ft long bridge replacement over the Sacramento Delta near Orwood Resort. The bridge was constructed in stages and involved driving piles for an access trestle, which allowed for drilling of the **6’0” diameter CIDH piles** which were part of the bridge substructures. The superstructure consisted Precast Pre-stressed Slab Units, which were then cast over with a Concrete Deck. Other aspects of this project included bridge demolition, retaining walls on driven piles, concrete barriers, approach slabs and HMA paving. **This project was funded by Highway Bridge Program (HBP) Funds.**

Substrate performed the submittal review for the in-river Access Trestles, provided support for the CCO’s, and provided field inspection services. Substrate also provided an inspector that was intricately involved in field inspection. **This project won the Northern California 2018 APWA Transportation Project of the Year Award in the \$10 million dollar category.** Project Duration: 2 year, Contract Value: \$7.3 million, Adherence to Schedule: Completed on time. Key Staff: Sunny Jhutti, PE, SE – Role: Chief Technical Reviewer – Trestle, Cofferdam Shoring, CIDH Piles, CCO support, Inspection services. Substrate CM Contract Value: \$55,000.



21. TITLE AND LOCATION (City and State) <b>Project 4 - I-80 San Pablo Dam Road Interchange Reconstruction</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015-2017	CONSTRUCTION (If applicable)

a. PROJECT OWNER <b>Contra Costa Transit Authority</b>	b. POINT OF CONTACT NAME <b>Ivan Ramirez, PE</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>415-694-3945</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)  
**Substrate, Inc.,** was involved in the Constructability Review and Construction Management & Inspection of **the I-80 San Pablo Dam Road Interchange Reconstruction Project – Phase 1 Project** in San Pablo. The project provided safe and efficient bicycle and pedestrian access across I-80 by the construction of the **new Riverside Avenue Pedestrian Overcrossing, which spans I-80 into Riverside Elementary School.**



Benefits to the owner, **Contra Costa Transit Authority (CCTA),** as a result of choosing Substrate includes constructability review, assistance in performing AAA services as the project was Federally Funded. This included: Responding to bid inquiries, issuing addendums, distributing the bidding documents; disseminating bid inquiries and addendums to the potential bidders; conducting the construction contract bid opening; performing a bid analysis and bid item tabulation & summaries; reviewing the overall bid package for completeness and responsiveness; preparing a contract award recommendation package for subsequent formal review, consideration, and action by the Board.



As part of Construction Management Services, Substrate provided the Lead Bridge and Roadway Inspector for the project, as well as, the Office Engineer who provided documentation on the project that met Caltrans 63-Category Filing System. **The project included Bridge Removal and the Construction of a new CIP-PS Box Girder Bridge onto the Riverside Elementary School property (Foundations were CIDH Wet piles).** This project included over 1 mile of HMA Paving, Soundwalls, new onramp, signals, and lighting. Project Duration: 1.5 years, Contract Value: \$20 million. Key Staff: Sunny Jhutti, PE, SE – Project Management/Constructability Review. Substrate CM Contract Value: \$709,000.



21. TITLE AND LOCATION <i>(City and State)</i> <b>Project 5 – Transbay Bus Ramp Viaduct Bridge Replacement</b>		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>2016-2017</b>	CONSTRUCTION <i>(If applicable)</i>
a. PROJECT OWNER <b>Transbay Joint Powers Authority</b>	b. POINT OF CONTACT NAME <b>Dennis Turchon, PE</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>415-754-5015</b>	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*  
**Substrate, Inc.**, was involved in the Construction Management by providing the **Resident Engineer/Structure’s Representative** of the **Transbay Bus Ramps Viaduct Project**, which provides an exclusive bus-only exit off WB I-80 and the Bay Bridge with direct connection to the **Transbay Terminal Center**. This exclusive bridge project was approximately \$60 million dollars, but part of the \$2.2 billion dollar Transbay Joint Powers Authority program whose goal is to create the **“Grand Central Station of the West.”** The contract was part of a CM/GC, Construction Manager General Contractor procurement process in which the General Contractor **Webcor-Obayashi Joint Venture**, provided feedback to ARUP, the Engineer of Record, during the design phase.

The intent of the Bus Ramp Project was to bypass all SF street traffic with elevated connectivity directly into and out of the Transit Center. The south end of the project starts off with the Fremont St Offramp, which had to be widened to accommodate the exclusive bus-only traffic. **There were 5 bridges on this project, which included: Harrison Street Left (CIP-PS-Box), Harrison Street Right (CIP-PS Box), Fremont Offramp Bridge Widening (CIP-PS Box Widening), Fremont Frame 2 (RC Box Girder), and the 1045 ft long Bus Ramp Viaduct (5 Frames), which consists of three CIP-PS Box Girders, one Stay-Cable Bridge Signature Span, and one “Drop-In-Span” – Composite Steel Plate-Girder Bridge.** Frame 5, the Composite Steel Plate-Girder Bridge connected the viaduct to the Transit Center which is a 5-story - one city block wide by 4 city blocks long Multi-Modal Transit Terminal Building. **There were also retaining walls and precast MSE Walls.** The main feature of the Bus Ramps project is Frame 4 of the Viaduct, which is otherwise known as the **“mini-Bay Bridge”**. The frame may resemble the Bay Bridge in Architecture, with its shallow depth to span ratios, sloped exterior girders, link beams, an S-Curve, a large Central Pylon, and various Stay Cables, however, this bridge is in fact a **“Stay-Cable”** bridge. **Foundations were CIDH Wet-Piles and Barrett Piles.**



Substrate, Inc. provided the Resident Engineer/Structure Representative, as well as, Field Inspection Support to ensure quality construction of this project. There were several unique document control and quality assurance programs used to ensure quality, such as BIM 360, Cdocs, and Constructware. Substrate was involved in key decisions with the Cable-Stayed Bridge Stress and Geometry Monitoring Procedures, Recording, and Acceptance Criteria, as the Specifications were not fully developed on this project. Other challenges included working in an urban environment with minimal areas for construction staging, construction adjacent to buildings, limited vertical clearances for Falsework, Falsework and Permanent Bridge feature built adjacent to the MUNI high-voltage OCS-lines, buried man-made objects, and coordination with 18 different trade packages, including demolition, temporary bridges, civil and building related activities. Finally, there was coordination with stakeholders as TJPA was the owner, but there was significant oversight by Caltrans, the City of San Francisco, and SFMTA. Moreover, there was significant coordination with AC Transit, WestCAT, GoldenGate Transit, etc. buses that will eventually occupy the new Transbay Terminal. This project was partially federally funded. Project Duration: 2 years, Contract Value: \$58 million. Adherence to Schedule: Completed on time. Key Staff: Sunny Jhutti, PE, SE – Resident Engineer/Structure Rep. Substrate CM Contract Value: \$425,000.



21. TITLE AND LOCATION <i>(City and State)</i> <b>Project 6 – Petaluma River Bridge and Lakeville Replacement</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012-2014	CONSTRUCTION <i>(If applicable)</i>
a. PROJECT OWNER <b>CA Department of Transportation</b>	b. POINT OF CONTACT NAME <b>Jeff Kress, PE, Senior Bridge Engineer</b>	c. POINT OF CONTACT TELEPHONE <b>510-867-6019</b>

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

Sunny Jhutti provided principal technical submittal review support and field inspection for the construction of CIP Box girders and Precast California Bulb Tee-Girder segmentally pre-stressed bridge. This Petaluma River Bridge Replacement is the longest (907ft) Precast Bulb Tee-Girder Segmental Bridge West of the Mississippi River, which the river span being 230 ft. This project included multiple bridges including the Lakeville OC (also known as the Hwy 101/116 Separation and Overhead) which is a bridge over railroad and rural highway. Sunny reviewed all Falsework Shoring, Cofferdams, Pile Driving Submittal, Girder Placement Plan, Demolition Plan, etc. **This project was awarded #2 of the Top Ten Bridges in the Nation by Road & Bridges Magazine 2015.**



The project included: bridge demolition over highway, railroad and waterway, bridge construction over Hwy 116 and railroad, bridge construction over Petaluma River, cofferdams, CIDH, driven piles, retaining walls, MSE walls, CIP-PS Box Girder, Precast California Bulb-Tee Girders – three new bridges – Kastania OC, Hwy 101/116 Separation and Overhead, and Petaluma River Bridge.

**This project included CIDH wet pile construction, cofferdams and trestle access in the Petaluma River. It also included complex shoring and demolition plans.**

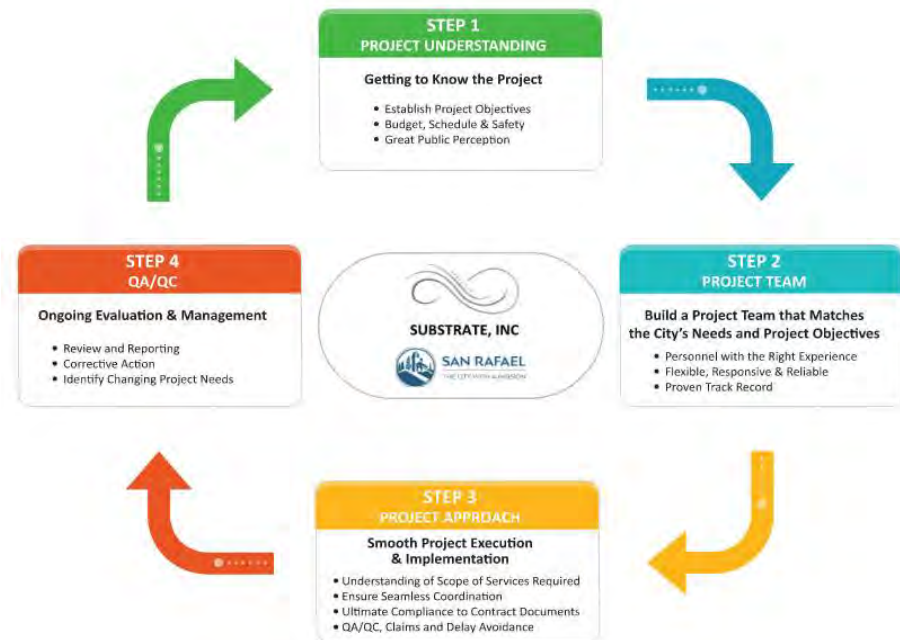


This project is a combination of two projects, Petaluma Bridge Replacement and Lakeville Replacement. The combined contract value was \$90 million. The project completed on schedule. This project was federally funded.



**Key Staff: Sunny Jhutti, PE, SE – Principal Assistant Structure’s Rep – Chief Technical Reviewer and all Falsework, Trestle, Shoring and CIDH pile inspection.**

## Project Management Strategy and Work Plan



### PROJECT GOALS

Our project approach for the Southern Heights Boulevard Bridge Replacement is developed to achieve delivery while having the following goals in mind: A safely constructed project, with a “No Injury” goal. A high-quality project that meets all of the requirements of the contract documents, that is delivered on time with within budget. Positive public perception for the project as well as for the City of San Rafael. Be flexible and responsive to City of San Rafael, Caltrans, and any other stakeholders for issue resolution. Foster an atmosphere of trust and fairness among all project participants. Assist the Contractor to complete the project in the least amount of time possible, while not sacrificing quality. Complete the project to the satisfaction of City, Caltrans and other stakeholders.

The proposed personnel will serve as City’s representatives in administering the construction contract to ensure that the requirements of the plans and specifications are met resulting in a high quality and fully functional facility. The construction management firm’s responsibility is to ensure that the construction improvements are constructed in accordance with the plans and specifications, and delivered safely on time and within budget.

To meet this goal we will: Provide qualified, specialty inspectors or sub-consultants in all disciplines involved in the project. Have a project team that understands the work and potential difficulties encountered during construction. Create a collaborative team with all stakeholders, including the Contractor. Be proactive in identifying issues and finding solutions. Thoroughly document all activities and properly track all documents generated during construction. Coordinate with all involved entities (contractor, Caltrans, Resident, various regulatory agencies, utility companies, and other stakeholders). Effectively communicate with all involved entities. Manage changes to minimize costs. Dedicate the team for the entire length of the Project. **Always keep the City of San Rafael’s Project Manager, Hunter Young, fully informed to avoid surprises.**

During the construction, it is our goal to work as a team with the Contractor; to try to prevent them from running into problems and delays; and to make sure that each new construction process starts out in conformance with the project documents. This will ensure that the rework is kept to a minimum and that the project stays on schedule and minimizes the issuance of “non-conformance” reports. The key attitude that allows us to work so effectively with the Contractor is that of being in “partnership” with him and his subcontractors, with a commitment to get the project completed on time and within budget.

As part of any construction management project, identifying and preparing for potential risks is an important early action. We at Substrate develop a project specific **Risk Register**. For each risk identified, we assess probability and impact, define party best able to manage the risk, and propose mitigation or elimination strategies. We have consistently satisfied our previous clients by reasons of experience in performing work of the same or similar nature and applying our **“lessons learned”** to each construction project we manage.

# WORK PLAN

## Phase 1 Construction Management Services

**PRE-BID MEETING :**  
Per LAPM Chapter 15,

- Attend Meeting. Perform Bid Analysis, Tabulation, and Summary.
- Review the performance and payment bond documents for sufficiency.
- Review the DBE participation and Good Faith Efforts.
- Review the overall bid package for completeness and responsiveness.
- Recommend project for formal review, consideration, and approval by the City.

**PROJECT MEETINGS:**  
This shall include conducting and preparation of agenda and meeting minutes for:

- The Pre-Construction meeting (Contractor, City, Caltrans, Utilities and other stakeholders)
- Weekly Construction Coordination and Safety meetings with contractor.
- Pre-construction Utility Meeting with PG&E, Comcast, AT&T, and MMWD.
- Other project meetings, as needed.

**SCHEDULE:**  
Create independent baseline schedule prior to review contractor’s proposed baseline schedule. Review and analyze contractor’s submitted construction schedule Review of contractor’s schedule submittals for accuracy and reasonableness. Recommend changes as appropriate. Once satisfied that contractor has formulated a feasible plan, recommend concurrence of the contractor’s schedule to the City.  
Monitor the contractor’s progress against their base-line schedules. Maintain an up to-date project schedule on a monthly basis with controlling operations clearly outlined. Construction management team shall use the latest version of Primavera Software for monitoring of the contractor’s schedule. Alert contractor if progress slips below minimum requirements and take action to bring contractor back on schedule.  
Evaluate forecasted costs at completion, on a monthly basis. Compare forecasts to the budget at the bid item level to identify areas of cost overruns/underruns and initiate corrective action as needed.  
Contractor’s progress schedule vs. the baseline schedule with the analysis of whether the contract is on schedule and corrective actions to be taken if not on schedule.

**PUBLIC OUTREACH AND PUBLIC RELATIONS:**

- Provide a singular direct contact line (phone and email) for public questions/inquires shall be provided and should be capable of responding to public questions/inquires within 24 hours. (Sunny Jhutti – Substrate: 415-246-4920, sunny@substrateinc.com)

Weekly progress/status update to the City containing the following information:

- What is happening that coming week? (Substrate)
- What to expect with regards to the work? (detours, expected traffic delays, lane closures, etc.) (Substrate)
- Map of work areas, detours, lane closures, with clearly defined labels. (Substrate and Plan to Place)
- Big picture progress and milestone completions. (Substrate)
- Project information conforming with the above should be presented in a visually desirable way with easy to understand text and graphical elements suitable for website publication or as a handout to the public. (Plan to Place)
- Timely supplied information for City staff for review and approval. (Substrate and Plan to Place)
- Approved content will be made available for public access during the preceding the week for which the content was generated (Plan to Place)
- Coordinate & communicate with adjacent residents to minimize impact & maintain a positive perception with neighbors. (Substrate & Plan to Place)
- Substrate to confirm Notifications have been received two weeks prior in writing and 72 hours verbally prior to work.

**CONSTRUCTION MANAGEMENT AND RECORDS MANAGEMENT**  
Act as liaison with the City, Caltrans, Contractor, regulatory agencies, utilities and other entities during construction.  
Record and Maintain construction documents per Chapter 16 of Local Assistant Procedure Manual.  
Document control for all construction correspondences, documents, contractor’s submittals and activities. Substrate shall provide web-based document management software for this project and provide an access to the City representatives, the contractors, and designers. The software will be used for submittal tracking, RFIs, change orders, daily and weekly reports, etc. This filing system shall be approved by City of San Rafael prior to work.  
Review, respond and maintain a record of all contractor’s RFIs. Provide field recommendations for those RFIs that need to be responded by the City or Designer.  
Consult with the Designer and the City if the Contractor requests interpretation of the meaning and intent of the drawings and specifications, and assist in the resolution of questions which may arise.  
Maintain project records in accordance with the Caltrans Construction Manual and Local Assistance Procedures Manual – 63 Category Filing System.  
Monitor contractor for labor compliance including posting of posters, conducting Employee Interviews, and checking Certified Payrolls and Statement of Compliance.  
Preconstruction Walk Through and Photographic Documentation of pre-existing conditions, especially in TCE and adjacent neighbors.  
Check contractor compliance with Federal Aid Trainee requirements.  
Daily verification that the Traffic Control is installed per the approved plan.

## Phase 2 Post-Construction Management Services

**CONSTRUCTION INSPECTION:**  
Provide Quality Assurance Inspection for contract compliance on a continuous basis. Keep daily records of inspection, labor, equipment and material provided by the contractor. Provide a weekly summary of all construction activities.  
Inspect material and equipment upon delivery for compliance to construction contract documents. Collect delivery records and certificates of compliance.  
Recommend acceptance of the work when it is satisfactorily completed. Track noncompliant work separately until work is satisfactorily completed and accepted.  
Conduct substantial completion and final inspections, preparing punch lists and monitoring their completion.  
Monitor and inspect the contractor’s daily progress. Measure field quantities for payment.  
Prepare Daily Diaries. Prepare daily project RE reports documenting daily activity, conversations, and coordination. Prepare Weekly Statement of Working Days (WSOD).  
Prepare weekly Newsletter identifying the following: Project time elapsed (%), Portion of project completed (%), Estimated date of completion.  
Prepare monthly project progress report identifying the following:

- Contractor’s construction progress in the month with supporting progress photographs.
- Summary of project issues and status of their resolutions.
- Construction costs spent to date and the projected completion cost including comparison of forecasts to the budgets at the bid item level to identify areas of cost overruns/underruns and listing of corrective actions taken or to be taken.

Assist in preparing monthly estimates Review Extra Work Bills. Conduct quantity calculations and prepare daily and monthly estimates.  
Take adequate photographs to illustrate construction progress, construction problems and solutions to form a record of critical activities that could support City’s position in potential claims.  
Track potential changes and potential claims Review and respond to contractor’s claims Process Design Change Notices.  
Prepare and process all Change Orders including required support documentation and Change Order Memorandums. Negotiate Change Orders as directed by the City Engineer.

**UTILITY AND ROW COORDINATION**  
Our RE and inspector will coordinate with utility owners as necessary. Major coordination with PG&E (Joint Pole), MMWD (Waterline on Bridge) and with the adjacent property owners. Review invoices from stakeholders.

**LABOR COMPLIANCE:**  
Monitoring and Auditing Certified Payrolls in Category 25 per DIR prevailing wage requirements. And Review Field Labor Compliance and EEO Interviews.

**CHANGE ORDER MANAGEMENT:**  
Status of contractor’s Change Orders / Status of contractor’s potential claims and their resolutions / Status of Change Request and Change Notices / Status of contractor’s submittals and their reviews / Status of RFIs and their responses.  
Establish an agreed upon scope of work for any changes and perform an independent cost estimate and schedule impact for all contractor’s Change Orders. Prior to Change Order negotiations make appropriate recommendations to City as to the value of all changes, additive or deductive and any impact on schedule.  
Monitor project for compliance with Environmental requirements, Biological Requirements, WPCP/SWPPP, and all other regulatory agencies requirements.  
Maintain a record set of conformed contract documents continually updated with all revisions and change orders. Monitor contractor’s records of “as-builts” conditions on the contract drawings and specifications.

**QA SURVEYING:** Review Construction Staking. Contractor to provide Survey Control, Abutment Layouts, Pile Locations and Cut-Off, Soffit Grades, Edge of Deck, Lost Deck and various required Bridge, Wall, and Roadway Surveying. Substrate will be performing QA Bridge Surveying as required for bridge and wall construction.

**SUBMITTALS:**  
Review of all contractor’s submittals (with assistance from design consultant on design-related submittals) and maintain a record of all the submittals. Check for compliance with Buy America requirements. Submittals to be reviewed by the construction manager include but are not limited to Shop Drawings and Submittals for: 1). CPM Progress Schedule. 2). Traffic Control and Detour Plan. 3). Pedestrian Access Plan. 4). Stage Construction Plan. 5). Public Notification. 6). SWPPP/WPCP Plan. 7). Spill and Countermeasure Plan. 8). Temporary Access Wall Plan. 9). Temporary Shoring Plan. 10). Falsework. 11). Bridge Removal Plan 12). CIDH Pile Placement Plan. 13). Shotcrete. 14). HMA Mix Design. 15). Concrete Mix Design. 16). Other Plans (see expected submittal list for complete list).

**SAFETY:**  
Ensure safe implementation of the traffic control plans. Develop a site specific Code of Safety Practice (IIPP) for the jobsite and ensure everyone reads and signs. File in Category 6. Conduct regular safety reviews of the entire project site for Cal OSHA compliance.

**MATERIALS TESTING:**  
Provide materials testing for the project. These include and are not limited to: Compaction Testing, Gradation and SE, AC Temperature, AC and Concrete Batch Plant Inspections, HMA Core Density, Stabiliometer, Concrete Compressive Strength, CT-233 GGL, R-Value, and various other required CTM or ASTM tests, Etc. Review materials testing results in compliance with contract requirements.  
Retain qualified testing laboratory (Caltrans of AMRL), subject to City’s approval, to provide for testing by the Engineer as required in the construction contracts and other testing necessary to monitor the contractor’s quality control plan in accordance with the City’s and Substrate’s Quality Assurance Program.  
Coordinate Source Inspection as required per the SIQMP. Deliverables: All Test Results, Logs, QAP, and SIQMP.

- Finalize Redline As-Builts and transmit Contract’s Approved As-Builts to the City and Caltrans
- Prepare Final Pay Documents
- Finalize all contract bid items
- Finalize Change Orders and assist with resolution of claims, if reqd.
- Finalize and resolve all punch list items
- Prepare all final reports including report of completion for acceptance of the Project. This includes written certification of substantial conformance with PS&E.
- Assist in project closeout documents in accordance with Chapter 17 of the Local Assistance Procedures Manual
- Prepare Final Report of Expenditures for reimbursement in accordance with Chapter 17 of Local Assistance Procedures Manual (LAPM)
- Package all Deliverables



## PROJECT APPROACH AND KEY ISSUES

The proposed Southern Heights Boulevard Bridge Replacement consists of replacing the current one-lane structurally-deficient Timber Braced-Frame Trestle Bridge, which has sustained structural damage and is functionally obsolete. The original Southern Heights Bridge (Bridge No. 27C-O148) is a multi-span wood stringer structure with a timber deck and railings supported on timber bents with concrete pedestal footings and concrete abutments. It was originally built in 1930; concrete substructure portions were replaced in 1958, and in 1981 the bridge was reinforced with concrete wall abutments.

In late 2017, Caltrans Office of Structure Maintenance and Investigations (OSMI) performed a routine bridge inspection on the existing bridge and discovered that the bridge exhibited severe deterioration and loss of connection with the superstructure. Caltrans immediately closed the bridge and notified the City of San Rafael. It has been determined to be unsafe for vehicular loading. The replacement of the Southern Heights Bridge is fully-funded by the Highway Bridge Program (HBP), a federally funded program that enables States to improve the condition of their bridges.



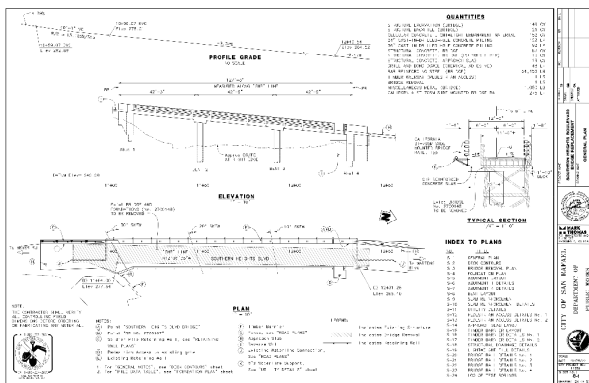
The purpose of this project is to improve driver and pedestrian safety by providing a safe and cost effective solution to replace this substandard bridge.

The new bridge will be a 3-span, cast-in-place concrete slab bridge 12ft wide by 127 ft long. The foundation will be diaphragm type abutments and columns on deep CIDH shafts. The bridge is designed for a HL-93 and permit low-boy loading, which helps bring the bridge up



to current load rating. This will help serve the local residents with providing a through route along Southern Heights Boulevard, as well as, Emergency (Fire Truck) Access the area. The bridge also serves a pedestrian access along Southern Heights Boulevard, as well as, direct access to 122 Southern Heights Boulevard (which is connected directly to the bridge).

This project has procured Highway Bridge Program Funding, meaning that all Construction will have to conform to the requirements of the Caltrans Local Assistance Procedures Manual (LAPM) for Federally Funded Projects.



The first order of work on this project will be to: notify the residences of the work, remove large trees to provide access, relocate a PG&E/AT&T/Comcast Joint Pole, and ensure pedestrian and driveway access at all times for the adjacent residents of the bridge.

After that is complete, the next stage is to create temporary access to the existing bridge substructures via a temporary wall, in order to demolish the existing bridge. Once the bridge is removed, then the bulk of the work starts by the drilling of foundations for the new bridge and the subsequent erection of Falsework.

After the bridge is completed, a new 6" diameter waterline is to be installed and put into service by MMWD, and then final TCE grading, irrigation, planting of new Live Oaks is to be performed prior to project completion.

The scope of work includes, but not limited to: utility relocation, temporary wall and ramp construction, construct soldier pile wall, demolish existing bridge, excavation for abutments, drilling of CIDH Wet pile foundations, building two diaphragm-type Abutments and wingwalls, pouring bridge columns, installing bridge Falsework, placing deck steel, pouring concrete deck, installing Type ST-70SM Steel barriers (with LED lighting), installing support bracket and 6" dia MMWD waterline pipe, installing timber approach railings, form, rebar and pour approach slabs, rebuilt pedestrian access deck, installing joint seals, paving bridge approaches and driveways, striping, signs, plant trees, erosion control and mailboxes. Additional work includes such other items that are required by the Plans, Standard Specifications, the Special Provisions, and as directed by the City Engineer.



## Key Issues

As part of developing a work plan, it is essential for the construction management team to have a thorough understanding of the project along with key issues and challenges. Our detailed scope of services is provided in the following section with due consideration given to the following key issues:

### Public Outreach

The Southern Heights Boulevard and Meyers Rd Residents will have to be continually engaged during all phases of the Bridge Replacement project. Residents and pedestrians will have concerns and questions about impacts during construction. **We understand that there is neighborhood opposition to the project as they may not have fully digested the need for this bridge replacement. And no one wants this type of long-term disruption in their backyard. It is our expectation that local opposition and resentment against the project will be high.** On recent high-profile projects we have been able to achieve a positive public perception during construction through:

- Timely notification of construction related activities and impacts.
- Proactively engaging and listening to the public’s concerns.
- Providing a clear communication outlet to allow for responsiveness and resolution of issues.
- A “soft-gloves” approach to address adjacent Resident’s frustrations.

**Sunny will introduce himself to the local community members and will provide his contact information for project inquiry. He will be the singular direct contact.** Sunny will perform daily job site visits, and will always maintain 24 contact for Emergency and after hours communications with the Residents. The fact that Sunny lives exactly 15 miles from the site make him an ideal candidate for the singular direct contact. In addition to Sunny, Edwin Ekberg, our proposed Full-Time Inspector will be the “Eyes and Ears” for Sunny and also deal with day to day resident management.

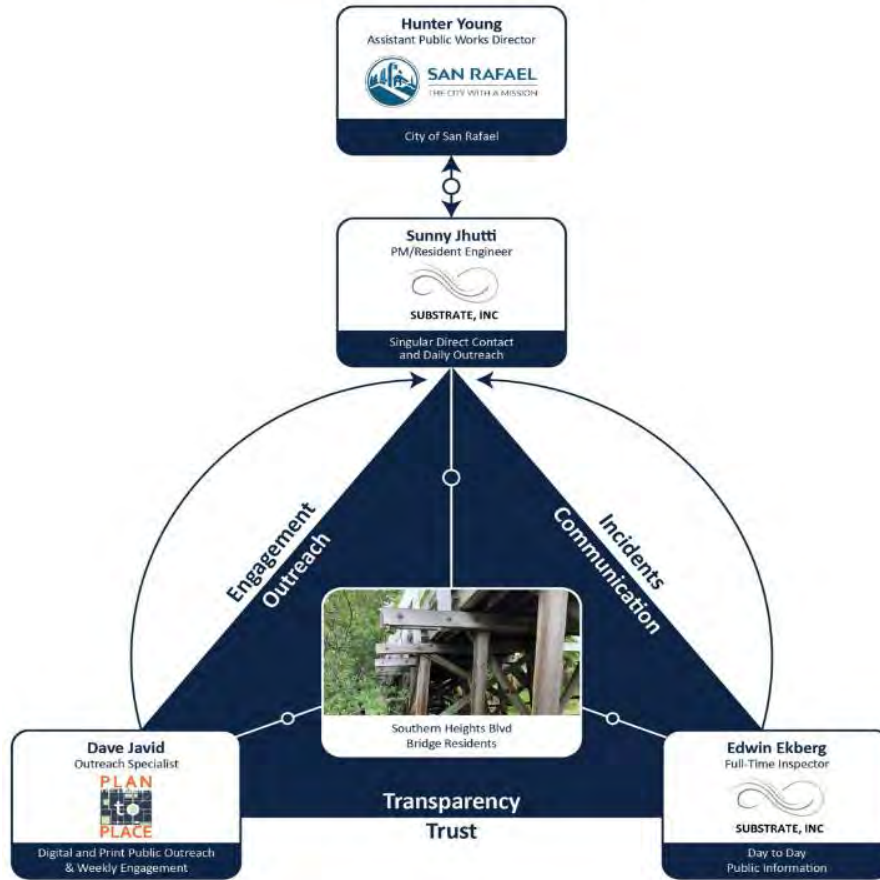
With the “soft-gloves” approach, we will exercise empathy and professionalism on a daily basis with language skills that are conducive to making the residents feel engaged as part of the project, rather than viewing it as a nuisance. We will maintain a neighborly relationship with all residents. Sunny was instrumental in preserving Contra Costa County’s reputation and image on the Marsh Creek bridge project where adjacent neighbors who had an impacted driveway needed to have access throughout the project, similar to the residents at 116 Southern Heights Blvd. The Marsh Creek adjacent residents were by far the most impacted by construction as the bridge Abutment and Water Line Valves were directly adjacent to their property. As they had lived in the area for over 50 years, they created significant opposition to the project during preconstruction as it would increase traffic speeds in the area. Managing their frustration against County became a daily task. Sunny worked by developing rapport with the residents, provided them with weekly schedule updates, collected their mail, made sure their garbage cans were taken out and collected, which eventually led to a positive perception of the project. Little efforts like these go a long way in building trust with the neighbors.

While Sunny and Edwin will handle the day-to-day public outreach and management (coordination and communication), Dave Javid will help with digital and print media, constant contact, and weekly engagement, including working with Substrate to develop content for the City of San Rafael’s website. He has recently done a stellar job for Downtown Mill Valley, in one of the most politically plugged in communities of Marin. Dave Javid, with the support of the Substrate, will work closely with the Residents and the City of San Rafael, in setting up, implementing and maintaining a public outreach program for the project. Sunny Jhutti has worked directly with Dave and is sensitive to the concerns of local residents and pedestrians. Dave will prepare easily understood, and design-oriented project materials that is being shared door to door to local residents and through meetings, to distribute project information and updates and solicit the public’s thoughts and concerns. He will also prepare of user-friendly and interactive resources shared through the City’s project website and newsletters.

**The goal for this project is ensure minimum disruption to driveways access, parking, and pedestrian access throughout all phases of construction. Since land-rights are in an issue with the TCE, to ensure very little disruption to the TCE during construction and restoration of the TCE prior to final Erosion Control and Planting. Documentation of existing TCE conditions & restoring the TCE to pre-construction condition is critical.** Since the neighborhood is residential and close-knit, there is going to be a natural paranoia about personnel showing up the jobsite who they are not familiar with. It is for this reason we will work with the Contractor to make sure the site is secure at the end of every shift and that we discourage any parking on Southern Heights Boulevard or Meyer Road. We will encourage workers and our own personnel to walk up to the bridge site from the Construction Laydown area near D street and leave room for actual equipment performing the work such as excavators, drill-rigs, bobcats, concrete trucks, and concrete pumps. Because the area is so tight, we will need to have flaggers at all time for equipment, driveway access and pedestrians.



## Strategic Communication, Public Outreach and Community Relations Plan



Sunny and Dave will implement lessons-learned from award-winning Marsh Creek bridge project and the City of Mill Valley Downtown project will be employed to make sure a positive perception of this project is achieved. Dave is currently helping the City of Mill Valley with managing public outreach on the Mill Valley Downtown Paving, Sidewalk, and Utility Improvements and has received outstanding reviews on his efforts which a very challenging and politically plugged in community.

Substrate will provide Dave (Plan to Place) with what working is coming that week, what to expect with regards to work (closures, detours, delays, access, etc.), a map of work areas (closures, detours with labels, etc.) and milestones (schedule, etc.). They will work together to provide this project information timely to the City of San Rafael staff for their review. We have provided an example of the work below for the City of Mill Valley. On the ongoing Mill Valley Downtown Project, Dave, provided project information presented in a visually desirable way with easy to understand text and graphics. Below is a sample of the Constant Contact email that reaches all Stakeholders. If you click on this email, it takes you to a project landing page on the City of Mill Valley Website that provides all project information:





This weekly Downtown Project eNewsletter from the City of Mill Valley



**DOWNTOWN PROJECT UPDATE**  
June 25, 2020

**Mill Valley Downtown Project**

Stay Informed - [Sign up for our eNewsletter](#)

The Downtown Project will focus on upgrading the infrastructure – below and above ground – in the Downtown area. The project's goals are to repave the roadways, repair the sanitary sewer system, make drainage improvements, and upgrade pedestrian curb ramps. The project began in April and is estimated to finish in September 2020.

**Weekly Progress Report\*:**

Last week, the City's contractor, K.J. Woods, conducted:

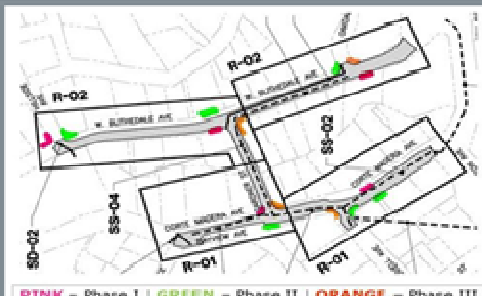
- Corte Madera Ave.- Demolition and catch basin work
- Throckmorton Ave.- Trench restoration work
- West Blithedale Ave.- Demolition and catch basin work

This week, K.J. Woods conducted the following:

- Corte Madera Ave.- Trench restoration work, demolition, and curb ramp work
- Throckmorton Ave.- Trench restoration work
- West Blithedale Ave.- Demolition and curb ramp work.

In the upcoming weeks, K.J. Woods will conduct the following:


- Corte Madera Ave.- Demolition and curb ramp work, sewer abandonment work



**PINK – Phase I | GREEN – Phase II | ORANGE – Phase III**

**Curb Ramp Work**  
The curb ramp work continues this week and into the next two weeks (through July 10<sup>th</sup>). Workers are demolishing and rebuilding 15 curb ramps to bring them up to ADA standards, making them accessible for all users. The work is taking place on West Blithedale and Corte Madera Aves and Lovell Ave, with a phased schedule to allow access for pedestrians during construction. Residents and businesses should expect impacts such as construction equipment, noise, dust, and sidewalk closures and pedestrian detours while the work is in progress.


**Upcoming Work: Paving – July 13 – 24<sup>th</sup>**  
The City contractor will use a method known as "Grind and Overlay" to pave segments of Gardner Street, West Blithedale, East Blithedale, Throckmorton and Corte Madera Avenues. Work is scheduled to begin July 13 and take approximately 10 weekdays to complete. "Grind and overlay" is a process to replace old pavement by grinding it down around 2" and then replacing it with a new layer of asphalt. This is a cost-effective way to maintain our roadways, as reconstructing the streets can cost up to three times as much. Residents and businesses should expect impacts such as construction equipment, noise, dust, lane closures, limited driveway access and parking restrictions while the work is in progress.




- Throckmorton Ave.- Trench restoration work
- West Blithedale Ave.- Trench restoration work, demolition and curb ramp work, sewer abandonment work
- Sunnyside Ave.- Trench restoration work
- East Blithedale Ave.- Sag repair, trench restoration work

Gardner Street, West Blithedale, East Blithedale, Throckmorton and Corte Madera Avenues – Paving work estimated from July 13 – 24. [See the map.](#)

\* All estimated timelines are tentative and subject to change.



**Tree Removal in Downtown to Allow for Storm Drain Upgrade and Sidewalk Accessibility**  
The City of Mill Valley is working hard to upgrade the storm drains and make our sidewalks more accessible in the Downtown area. One of the locations that will receive storm drain improvements is at the corner of Lovell Ave and Corte Madera Ave, in front of the Illumigarden showroom. To conduct the needed work, the project will require the removal of one Liquidambar tree. [Learn more.](#)



**Public Outreach and Communications:**  
Linn Walsh, Senior Management Analyst | Email: [lwalsh@cityofmillvalley.org](mailto:lwalsh@cityofmillvalley.org) | Phone: (415) 388-4863

Please also check out the Project Website:  
[www.cityofmillvalley.org/downtownproject](http://www.cityofmillvalley.org/downtownproject)

**Stay Informed**  
[Sign up for our eNewsletter](#)  
Follow us on [Twitter](#)  
Follow us on [Facebook](#)

**Thank You for Your Patience During Construction**  
The City of Mill Valley would like to send out a special thank you to the Mill Valley community for your patience during construction.




**Public Notification and Access**

By and large, the residents at 108, 116, 122, 126 Southern Heights Blvd and 75 Pleasant Lane will require the most Notification, Coordination and hand-holding for the duration of the project. Ensuring that we maintain their pedestrian and driveway access at all times in critical. Access is so important that the City has assigned Liquidated Damages of \$400/day of the residents have limited access to their residences. Also, ensuring we stay within land rights and restore their TCE is critical. Notification is required 30 Calendar Days prior to work in writing and 72 hours before work verbally.



**Emergencies**

Substrate will review the contractor’s Emergency Response Plan for thoroughness and contact information (along with construction notifications) to all emergency responders (ie. Police, Fire, etc.). Once the existing bridge is removed entirely we will have to notify the emergency responders that the bridge is out.

**Traffic Control and Pedestrian Access/Public Accessibility**



An approved Traffic Control and Pedestrian Access Plan is required as part of the first over of work. CMS Boards will be required on D/Street & Meyer Rd, Octavia Street & Martens Blvd, and 3<sup>rd</sup> CMS board will be placed at the City’s discretion.



The driveways at 108 and 116 Southern Heights are to remain accessible at all times with a moveable barrier. Pedestrian Access is required at all times and as, aforementioned, a \$400/day LD’s charge will be

levied on the Contractor for each day of limited access to the driveway. A TCE has been procured through 126 Southern Height to allow Pedestrian Access 122 Southern Heights for the duration of the project. All pedestrian accesses (especially at 108, 116, 122, and 126 Southern Heights) need to be maintained and ADA compliant for the duration of construction activities. Continuous flagging will be required during the construction activities to allow access and maintain safety.

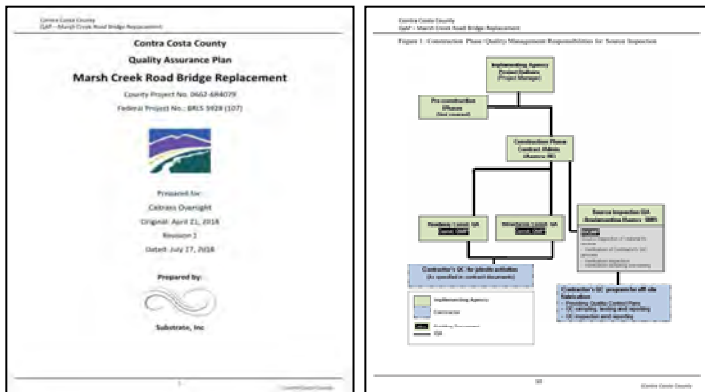
**Safety**

The most critical aspect of every construction project is safety. For this project, the safety of the traveling public, residents, pedestrians, construction workers, and all individuals involved is of paramount importance to the Substrate team. Our team will ensure strict adherence to Cal-OSHA standards along with all Caltrans policies and procedures regarding fall protection, excavations, and Falsework. Our proposed Inspector is intimately familiar with current Caltrans and Cal-OSHA policies and procedures and will be present at all times. It is important for the contractor to be aware of safety with respect to drilling operations, pile cage handling, and Falsework/Trestle construction. Since the cages are almost 50 ft long, this will be a challenge. Substrate has dealt with 100 ft long cages on Bon Air and Petaluma River Bridge. Substrate will develop a site specific Code of Safe Practices and file in Category 6 for all visitors and personnel to review, read, and sign prior to stepping foot on the site.

**Expertise with Local Agency, Caltrans Procedures, and Quality Assurance Program**

Per the Co-op agreement, all the work performed on the City’s behalf, shall be performed in accordance with all applicable State and Federal laws, regulations, policies, procedures and standards that CALTRANS would normally follow. Construction inspection, materials sampling and testing, and contract administration shall be in accordance with the current Caltrans Construction Manual and its revisions, the Bridge Construction Records and Procedures Manual and other Caltrans Policies and Procedures. All of our key personnel have worked directly for Caltrans and are thoroughly familiar with Caltrans and Local Agency document control procedures and policies.

The governing document for the Southern Heights Blvd Bridge is the Local Agency Procedures Manual Chapters 15, 16, and 17, of which Substrate, Inc is specialized in. Though this is a Non-Highway System Bridge, the Funding Source (HBP), requires that all Quality Assurance meets the testing frequency of the LAPM Exhibit 16R. This is what the City of San Rafael’s QAP calls “Large Federally Funded Projects”.



If we are selected, we will develop a Quality Management Plan (QAP) specifically for the Southern Heights Bridge Replacement Project. As sample of what is contained in the QAP includes: Scope of Work, Org Charts and Responsibilities, Items, Testing Frequencies, Testing Standards, Identifying SMR, Source Inspection with Priority Level, Roles and Responsibilities, Qualified Testing Agency (MPEG and ACS), Caltrans Certified Laboratory Requirements, Tester Certifications, Buy America Requirements and how to handle NCR’s, We will follow a similar system to the Caltrans procedure for identifying items that will require Source Inspection, which details the frequency of verification inspection for source inspected items. We find this comprehensive QAP goes a long way in

ensuring trust, transparency and trust with the Caltrans Division of Local Assistance.

**Tree Removal and Relations with Regulatory Agencies**



The Contractor must be conscious of the environmental clearance and mitigation measures for this project as it relates to the various Regulatory and Local Agencies: In particular, Regional Water Quality Control Board, US Fish and Wildlife Service, and Army Corp of Engineers. It appears that City of San Rafael has already applied for the Army Corp 404 Permit and the USFWS 401 permit. Our team has significant experience working with regulatory agencies on our previous project. In order to make sure, significant number of large trees must be removed partially to help facilitate bridge construction, but also as fire block. Sheet DM-1 and the Bid Schedule identified 24 trees to be removed. 9 of these trees are greater than 24” in diameter. **These trees must be removed after the Nesting Season, which is February 15<sup>th</sup> to August 31<sup>st</sup>.** Even though we will be out the nesting season

during tree removal we have to ensure the Contractor engages the required Constructor Supplied Biologist to ensure we don’t impact any nesting birds. This work becomes critical path work as construction as anticipated NTP is mid-August. Tree Removal and the PG&E Joint Pole Relocation are the first order of work and the entire project’s schedule success hinges upon these two tasks performed early and seamlessly.

**Storm Water Pollution Prevention/Water Pollution Control Plan (SWPPP/WPCP)**

Prior to the start of work, the Contractor must submit an approved Storm Water Pollution Prevention Plan to allow the City to obtain a Notice of Intent (NOI) from the Water Board. Prior to clearing and grubbing the Contractor must have a WDID number issued. The SWPPP must be adhered to at all times and any modifications due to changes in construction sequence, weather, or new information, must be documented. In addition, there are certain fundamental requirements common to all SWPPPs such as training, key personnel identification, emergency response measures, and regular or special site inspections and maintenance of "Best Management Practices" (BMPs). All inspection staff are QSD/QSP trained in the latest storm water pollution control requirements. Moreover, since this Project is a Risk Level 2, we have included Verux, Inc on our team to help with SWPPP QA inspections. Verux performed well on the Marsh Creek Road Bridge Replacement Project. Street-sweeping, dust control, inlet protection, erosion control, etc. will be critical on this project.

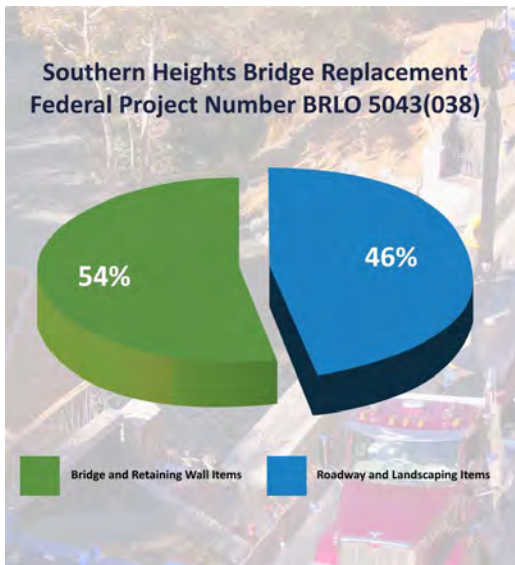


**Highway Bridge Program – Bridge Replacement Project**

While other firms simply offer bridge construction management services, Substrate, Inc specializes in it. We have chosen to focus on Bridge Construction Management Service as the core focus of our business. Being former Caltrans Office of Structure Construction (Bridge Department) Employee, this is our niche. We never put ourselves in a perceived conflict or real conflict of interest by performing bridge design services and that allows us to focus on what we are good at, delivering bridge or heavy structure’s related construction projects.

While other firms simply offer Bridge Construction Management, we at Substrate, Inc specialize in it.

Below is a pie chart indicating the actual analysis of the Bid Schedule Item list to determine the percentage of structure’s items vs civil or roadway item. We believe we are the best CM team tooled to deliver this type of Federally Funded project, namely a Bridge Replacement:



**Cellular Concrete Backfill**



The use of cellular concrete by the Designer (Mark Thomas) is an innovative idea and if done incorrectly can lead to poor drainage characteristics, which is not desirable by Caltrans. On the recent award-winning Marsh Creek Bridge project, Substrate and the Contractor (BCCI) utilized an innovative method of using a flowable self-consolidating backfill similar to Cellular Concrete. The Soil-Cement method used on Marsh Creek allowed the contractor to mix native soil with cement and making it flowable. We developed our own drainage strategy and testing criteria for compressive strength and density and this method was concurred by our Caltrans Oversight Engineer, Geotechnical Engineer of Record, and Designer (Mark Thomas). We saved several weeks of backfill time utilizing this method of Soil-Cement Backfill. For Cellular Concrete Backfill the same rules apply, and very few other CM consultants have the background and critical know-how of what is important for this item to be performed correctly. If done improperly, it will lead to potential ground water and seasonal water to be capped-off and could result in long-term maintenance issues.



**CIDH Wet Piles**



The Southern Heights Blvd Bridge Replacement calls for CIDH Wet Piles for Abutment and Bent Foundations.

Abutment 1 and 4 have a couple of 24" diameter shafts and Bents 2 and 3 have 36" diameter shafts. The plans show inspection tubes and the Specifications indicate Hard Drilling and the need for Drilling Slurry to prevent caving.

This what Caltrans calls CIDH-Wet Piles. **No other firm has as much CIDH Pile experience as Substrate**

**in the past 6 years. For example, in the last 6 years, Substrate has recently worked on over 50 CIDH Wet Piles on: Bon Air Bridge Replacement, Transbay Busramp, I-80 San Pablo Dam Rd Interchange, Orwood Road Bridge Replacement, and Petaluma River Bridge Replacement.**



We are thoroughly familiar with everything from trestle access and CIDH Pile Installation Plans to Slurry Displacement and Gamma-Gamma Testing (CT-233). For the Slurry Displacement method, we will need a suspension slurry to be tested for PH, Viscosity, Density and Sand Content. We also need the slurry that is displaced to be pumped into a Baker Tank with Active Treatment System to ensure no discharge into the adjacent area, as per the Regulatory Requirements.



Finally, we will have to pour concrete under tremie pour to displace the slurry and prevent anomalies (i.e. defects in the piles). After pouring concrete the pile are testing per CT-233 and that is why we have engaged Steve Abe (ACS) who is a statewide specialist in Gamma-Gamma Logging Testing. Sunny is also a specialist on pile defects.

**Water Line**

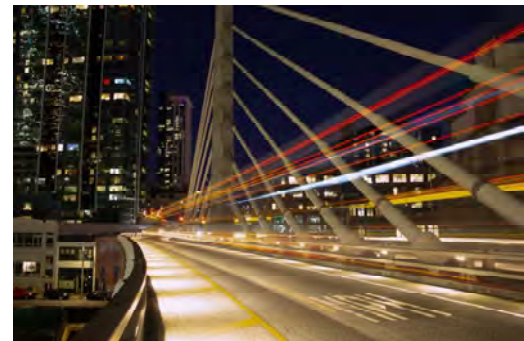


This project calls for a new 6" diameter water line installed on brackets on the new bridge and bring the new MMWD Waterline into service, which includes pressure and Bacti testing. The current waterline on the existing bridge is abandoned. On the Marsh Creek Bridge Sunny coordinated a Temporary Waterline Bypass and Permanent Steel Waterline pipe installation on the new bridge and coordinated all testing with CCWD. The same level of coordination and testing will be required on this project.



**ST-70SM Barrier**

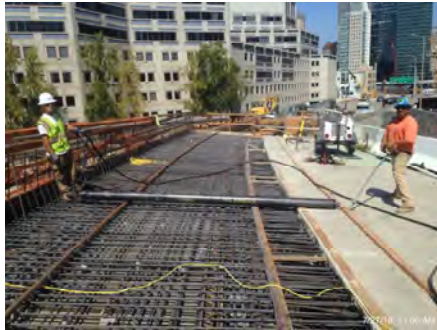
One of the interesting aesthetic features of this new bridge are the ST70SM Steel Barrier with LED Lights installed to illuminate the bridge at night. We admire this feature from an aesthetic and functional perspective. Sunny just recently installed similar LED lighting in the steel ST-10 Barriers on the Transbay Busramp Cable-Stayed Bridge. Sunny was involved in all electrical routing and components that power the barrier light and many other project components. Attached are some time-lapsed photographs taken recently of the Busramp at night.



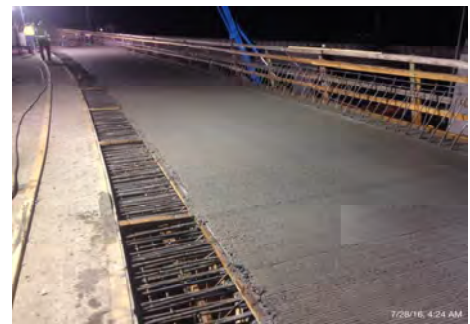


**Deck Construction**

This bridge project is unique in that the profile of the bridge has a 9% running slope. This will pose a challenge during the deck concrete pour to ensure that the concrete can be finished properly and concrete does not flow to the lowest part of the bridge.



This challenge will be mitigated by keeping the concrete slump as low as practical such that it limits flowability, but still have enough workability to strike off and finish it to Caltrans requirements. The concrete will also have to be placed from the Abutment 1 to ensure quality control. In addition, the bridge width is too narrow at 12'3" wide and, therefore, a traditional Bidwell



Finishing machine cannot be used. A Roller or Bunyan Screed will have to be used to finish the bridge deck. Sunny successfully poured the Fremont Off-ramp Bridge on the Transbay project, which had up to a 9% cross-fall and 6% profile fall. Finally, Sunny is up to date with Caltran's latest deck curing specification of water-mist cure with post-applied curing compound from Marsh Creek Bridge.

**Expected Submittal List**

During submittal review process (much of which will be concurrent with construction work), Substrate will streamline the review process. **Sunny will review these submittals faster than the review time indicated in the Specifications.** We have identified the **Priority Submittals** that need be approved prior to work, which include: CPM Progress Schedule, Traffic Control Plan, SWPPP/Water Pollution Control Plan, Detailed Work/Stage Construction Plan, Pedestrian Access Plan, Spill Prevention and Counter Measure Plan, Neighborhood Notification, Potholing Results. **Safety Related Submittals:** Contractor's Authorized Onsite Rep, Contractor's Emergency Contact Numbers, Contractor's IIPP, Name of Safety Officer, Emergency Medical Plan, Traffic Control Devices/Product COC's, Health & Safety Plan, and Trench/Excavation Safety Plan. **Material Submittals:** Notice of Materials to be Used, Concrete Mix Designs, Rebar COC and Mill Certs, HMA (Type A) Mix Design, SWPPP/WPCP Erosion Control Products, Steel Pile Mill Certs and COC, Structure Backfill, Class 2 AB, Electrical Materials (conduit, fixtures, pull boxes, etc.), Joint Seal Materials, ST-70SM Barrier Rail, Steel/Timber Rail, Temp ESA Fence, Drainage Structure and Products COC, Traffic Stripe Materials, Permanent Pedestrian Access Deck Materials, Cellular Concrete Mix Design, Water Storage Tank COC, Irrigation Products COC, Buy America Requirements/COC's, 6" Steel Water Line Materials, Temporary Structure Backfill, Waste Management Plan, Solid Waste Disposal and Recycling. **Technical Submittals:** CIDH Pile Placement Plan, CIDH Pile Mitigation Plan, Bridge Removal Plan, Cellular Concrete Quality Control and Placement Plan, Waterline System Work Plan and Quality Control Plan, Waterline System Shop Drawings, Gravity Block Wall Quality Control Plan, Precast Quality Control Plan (Gravity Block), Federal Apprenticeship Training Plan, Welding Quality Control Plan, Falsework/Trestle Plan, Temporary Access Wall Plans, Daily Reports and CIDH Record Reports, Temporary Shoring Plan, HMA (Type A) QC/QA Plan, Gravity Block Retaining Wall Shop Drawing, Shotcrete Placement Plan, As-Built, Contractor's Biologist Qualifications.

**Utility Coordination**

Careful and deliberate coordination is a prerequisite for project success. It is very important to maintain the construction schedule, avoid any surprises and ensure no Right-of-Way delay claims. **The coordination of the moving of the PG&E/AT&T/Comcast Joint Pole is the first order of work.** That is the most critical utility relocation required immediately at the beginning of the project. We can't remove the existing bridge and build the new bridge until that joint pole is moved. PG&E gas has already been relocated by the City and PG&E and the existing MMWD Waterline has been abandoned. That being said there is still coordination required for:



- **Putting into service the new 6" diameter MMWD waterline on the bridge (including pressure and Bacti testing)**
- Restoring and PG&E gas service.
- Raising manholes and MMWD water valve caps.
- Relocating the PG&E/AT&T/Comcast Joint Pole back to its final location.
- Any unknown utilities in the areas where excavation for the new bridge abutment installation is to be performed.

Once construction begins, Substrate will setup a utility coordination meeting with all the utility companies (PG&E, Comcast, AT&T, MMWD, etc.) involved to confirm all live and dead utilities are identified and as-builts updated. Substrate will ensure the contractor determines and locates through potholing the location of other such "live" utilities in the area of the new bridge abutments.

### Bridge Removal

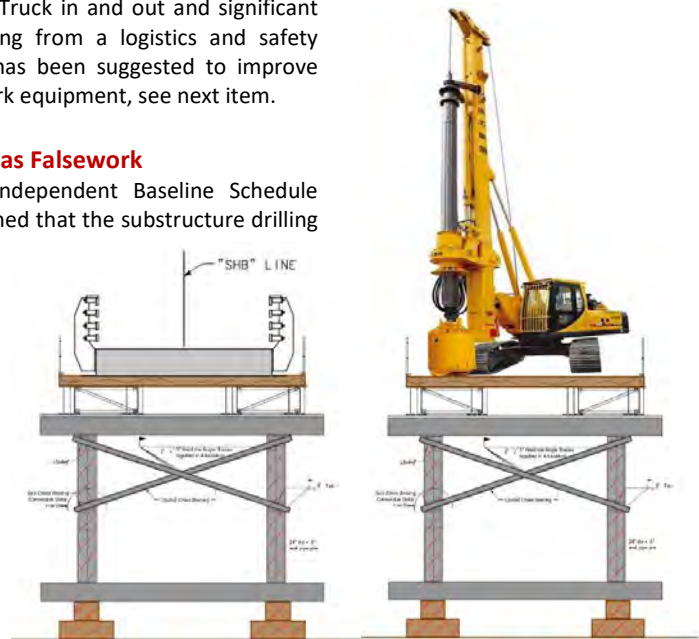
A critical part of this project is the removal of the existing Southern Heights Blvd bridge after the construction temporary retaining wall and access ramp. A well-developed bridge demolition plan is the first step to any bridge removal operation. **Critical coordination will be required with all the utility companies, as well as, all the adjacent neighbors, particularly 108, 116, 122, and 126 Southern Heights Blvd and 75 Pleasant Lane.** The City has TCE's in all these adjacent properties and at all times we will have to adhere to Land Rights. Review of the Bridge Removal Plan will be in accordance with the contract documents as well as the procedures set forth in the Bridge Construction Records Procedures Manual, Memo BCM 124-2, and Standard Specifications Section 60-2.02 "Bridge Removal". We will critically review this Submittal and ensure that the bridge is removed in a safe manner with no impact to the residents.

### Limited Laydown Areas

It was determined during a field visit that there are limited laydown areas for piles, materials, etc. This will prove to be a challenge for CIDH Pile Drilling and Cage Placement, during Falsework erection, and during concrete pours. There also seems to be no real-estate for Contractor's Truck and Equipment and the Access Ramp will essentially be the only place to park drilling equipment after hours. The public outreach components have already been discussed, as well as the requirement to keep local driveways open. There will be a lot of flagging required to get Equipment and Concrete Truck in and out and significant reversing of equipment, which makes this job challenging from a logistics and safety perspective. It is for this reason, the Falsework Trestle has been suggested to improve maneuverability on-site and to allow more real-estate to park equipment, see next item.

### Innovative Idea - Temporary Access Trestle Doubling as Falsework

As will be discussed below, based a comprehensive independent Baseline Schedule developed by Substrate, Inc for this project, it was determined that the substructure drilling operations for Abutment and Bent Piers will be performed in the middle the winter raining season. The access is so tight that only a small size driller (wheelbase of 7ft or less) can get access via the temporary access ramp. A small drill may not have sufficient torque and Kelly-bar extension to drill the holes the required 47 ft into hard rock as is suggested in the Specifications. A trestle will allow proper sized equipment access to do the work.



Coupling the limited access and steep adjacent slope, with the potential for muddy conditions, the practicality of perform safe drilling down at base level may prove to be difficult. There is a potential for the drill rig to end up on the neighbor's property (75 Pleasant Lane) if is not properly rigged and secured with anchor piles during access and staging. We want to minimize this risk to the City of San Rafael.

One opportunity to do so is utilizing the required Falsework installation (for Bridge Deck Construction) to double as an Access Trestle for the Drilling Rig. It would require the Contractor to beef up the Falsework (typical stringers will be larger, perhaps using steel pipe posts, and adding additional stability X-bracing) but will go a long way to ensure safety to the workers and equipment and mitigate any potential accidents. This will also allow for normal sized drilling equipment to be used as the Falsework/Trestle will be at least 14'0" wide.

### Schedule

Having a clear understanding of construction methods, constraints, duration and logic is imperative in reviewing and accepting a contractor's baseline schedule. As part of the project understanding, **we have developed a comprehensive baseline schedule**, to assess the critical path and determine the duration of the project and any potential pitfalls or issues before they happen. It also doubles to help us understand what kind of resources we need to staff the project and how the Contractor intends to perform the work. Through developing this schedule, we determined that this project is feasible and can be completed in approximately **229 working days**. Four things become apparent with this schedule: 1) Neighborhood Notification becomes the first order of work after the NTP, as there is a 30 calendar day notification period. 2) Tree removal work becomes critical path work as construction as anticipated NTP is mid-August, the trees must be removed to perform the work. 3) the PG&E Joint Pole Relocation is an early order of work, as the pole has to be moved out of the way in order to demolish the bridge, and 4) the temporary wall and access road to get access to substructure is critical path as the new bridge work will be hard to construct without having some form of base access for materials and light equipment. **The entire project's schedule success hinges upon these four tasks performed early and seamlessly.** The entire project should finish by the end of June/early July (total of 9-1/2 months of construction), if everything goes as expected.

# Southern Heights Blvd. Bridge Replacement - Fed No. BRLO 5043 (038)

Activity ID	Activity Name	Original Duration	Start	Finish	3, 2020		Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021						
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
<b>SHBB Southern Heights Blvd. Bridge Replacement - Fed No. BRLO 5043 (038)</b>					229	15-Feb-20A	06-Jul-21															
SHBB.0000	Bird Nesting Season	0	15-Feb-20A	14-Aug-20	Bird Nesting Season, Bird Nesting Season																	
<b>SHBB.1 PRECONSTRUCTION</b>					26	14-Aug-20	18-Sep-20	18-Sep-20, SHBB.1 PRECONSTRUCTION														
SHBB.1000	Anticipated NTP - 8-14-20	1	14-Aug-20*	14-Aug-20	Anticipated NTP - 8-14-20																	
SHBB.1010	Submittals (Priority: Work Plan, Progress Schedule, Traffic and Pedestrian Control Plan, WPCP)	10	17-Aug-20	28-Aug-20	Submittals (Priority: Work Plan, Progress Schedule, Traffic and Pedestrian Control Plan, WPCP), Submittals (Priority: Work Plan, Progress Schedule, Traffic and Pedestrian Control Plan, WPCP)																	
SHBB.1020	Preconstruction Photographs	2	27-Aug-20	28-Aug-20	Preconstruction Photographs, Preconstruction Photographs																	
SHBB.1030	Submittal Lesser Priority	15	31-Aug-20	18-Sep-20	Submittal Lesser Priority, Submittal Lesser Priority																	
SHBB.1040	Anticipated Preconstruction Meeting - 8-17-20	1	17-Aug-20	17-Aug-20	Anticipated Preconstruction Meeting - 8-17-20																	
SHBB.1050	Notifications to Residents (30 calendar days prior in writing) and 72 hour notice by phone	30	17-Aug-20	15-Sep-20	Notifications to Residents (30 calendar days prior in writing) and 72 hour notice by phone																	
<b>SHBB.2 CONSTRUCTION - STAGE 1 TEMP ACCESS RAMP, RELOCATE UTILITIES AND DEMO</b>					58	21-Aug-20	10-Nov-20	10-Nov-20, SHBB.2 CONSTRUCTION - STAGE 1 TEMP ACCESS RAMP, RELOCATE UTILITIES AND DEMO														
SHBB.1060	Construct Laydown/Staging Area at Meyer Rd and Wolfe Grade - Install Krail, Barricades, Striping, etc	10	21-Aug-20	03-Sep-20	Construct Laydown/Staging Area at Meyer Rd and Wolfe Grade - Install Krail, Barricades, Striping, etc, Construct Laydown/Staging Area																	
SHBB.1070	Install Construction Area Signs	2	16-Sep-20	17-Sep-20	Install Construction Area Signs, Install Construction Area Signs																	
SHBB.1080	Install Temporary Traffic Control, CMS Boards	2	16-Sep-20	17-Sep-20	Install Temporary Traffic Control, CMS Boards, Install Temporary Traffic Control, CMS Boards																	
SHBB.1090	Install SWPPP BMPs - Fiber Rolls, Silt Fence, Etc	2	16-Sep-20	17-Sep-20	Install SWPPP BMPs - Fiber Rolls, Silt Fence, Etc, Install SWPPP BMPs - Fiber Rolls, Silt Fence, Etc																	
SHBB.1100	Clearing and Grubbing	4	16-Sep-20	21-Sep-20	Clearing and Grubbing, Clearing and Grubbing																	
SHBB.1110	Install Moveable Barrier and preparation at 116 Southern Heights	2	16-Sep-20	17-Sep-20	Install Moveable Barrier and preparation at 116 Southern Heights																	
SHBB.1120	Put Required Mailbox on temps and coordinate with USPS and Owner on placement	2	18-Sep-20	21-Sep-20	Put Required Mailbox on temps and coordinate with USPS and Owner on placement																	
SHBB.1130	Coordinate De-Energizing and Moving of PG&E/AT&T/Comcast Joint Pole with PG&E	5	23-Sep-20	29-Sep-20	Coordinate De-Energizing and Moving of PG&E/AT&T/Comcast Joint Pole with PG&E																	
SHBB.1140	Tree Removal After August 15 (Bird Nesting Season)	10	18-Sep-20	01-Oct-20	Tree Removal After August 15 (Bird Nesting Season), Tree Removal After August 15 (Bird Nesting Season)																	
SHBB.1150	Construct Temporary Access Ramp and Wall to Access Substructure work	10	30-Sep-20	13-Oct-20	Construct Temporary Access Ramp and Wall to Access Substructure work																	
SHBB.1160	Build temporary pedestrian access across 126 Southern Heights TCE into 122 Southern Heights	5	07-Oct-20	13-Oct-20	Build temporary pedestrian access across 126 Southern Heights TCE into 122 Southern Heights																	
SHBB.1170	Demolish/Remove Existing Bridge & Pedestrian access at 122 Southern	5	14-Oct-20	20-Oct-20	Demolish/Remove Existing Bridge & Pedestrian access at 122 Southern																	
SHBB.1190	Construct New Soldier Pile Wall Off existing Bridge Abutment (Do Not Shotcrete Face)	10	21-Oct-20	03-Nov-20	Construct New Soldier Pile Wall Off existing Bridge Abutment (Do Not Shotcrete Face)																	
SHBB.1200	Install Drainage and Backfill Soldier Pile Wall	5	04-Nov-20	10-Nov-20	Install Drainage and Backfill Soldier Pile Wall																	
<b>SHBB.3 CONSTRUCTION - STAGE 2 NEW BRIDGE CONSTRUCTION</b>					149	11-Nov-20	11-Jun-21	11-Jun-21, SHBB.3 CONSTRUCTION														
SHBB.1210	Excavate to bottom of Abutment 1	2	11-Nov-20	12-Nov-20	Excavate to bottom of Abutment 1																	
SHBB.1220	Excavate to bottom of Abutment 4 (may require shoring)	4	13-Nov-20	18-Nov-20	Excavate to bottom of Abutment 4 (may require shoring)																	
SHBB.1230	Layout and Drill CIDH Piles at Abutment 1 - Synthetic Slurry Displacement Method	2	20-Nov-20	23-Nov-20	Layout and Drill CIDH Piles at Abutment 1 - Synthetic Slurry Displacement Method, Layout and Drill CIDH Piles																	
SHBB.1240	Place Rebar Cage and Tremie Pour Abutment 1 CIDH Piles	2	20-Nov-20	23-Nov-20	Place Rebar Cage and Tremie Pour Abutment 1 CIDH Piles																	
SHBB.1250	Layout and Drill CIDH Piles at Abutment 4 - Synthetic Slurry Displacement Method	2	24-Nov-20	25-Nov-20	Layout and Drill CIDH Piles at Abutment 4 - Synthetic Slurry Displacement Method, Layout and Drill CIDH Piles																	
SHBB.1260	Place Rebar Cage and Tremie Pour Abutment 4 CIDH Piles	2	24-Nov-20	25-Nov-20	Place Rebar Cage and Tremie Pour Abutment 4 CIDH Piles																	
SHBB.1270	Gamma Gamma Logging Testing - CT-233 for Abutment Piers (First Mobilization)	1	27-Nov-20	27-Nov-20	Gamma Gamma Logging Testing - CT-233 for Abutment Piers (First Mobilization)																	
SHBB.1280	Place Abutment 1 Diaphragm Rebar, Form and Pour	5	30-Nov-20	04-Dec-20	Place Abutment 1 Diaphragm Rebar, Form and Pour, Place Abutment 1 Diaphragm Rebar, Form and Pour																	
SHBB.1290	Place Abutment 4 Diaphragm Rebar, Form and Pour	5	30-Nov-20	04-Dec-20	Place Abutment 4 Diaphragm Rebar, Form and Pour																	
SHBB.1300	Place Abutment 1 and Wingwall Rebar, Form and Pour	4	07-Dec-20	10-Dec-20	Place Abutment 1 and Wingwall Rebar, Form and Pour, Place Abutment 1 and Wingwall Rebar, Form and Pour																	
SHBB.1310	Place Abutment 4 and Wingwall Rebar, Form and Pour	4	07-Dec-20	10-Dec-20	Place Abutment 4 and Wingwall Rebar, Form and Pour																	
SHBB.1320	Waiting period to backfill Abutments/Wingwalls	5	11-Dec-20	17-Dec-20	Waiting period to backfill Abutments/Wingwalls																	
SHBB.1330	Install Both Abutment 1 & 4 Geocomposite Drains	2	18-Dec-20	21-Dec-20	Install Both Abutment 1 & 4 Geocomposite Drains																	
SHBB.1340	Backfill Abutments and Wingwalls up to bottom of deck with Cellular Concrete	2	22-Dec-20	23-Dec-20	Backfill Abutments and Wingwalls up to bottom of deck with Cellular Concrete																	
SHBB.1350	Shotcrete Face of Soldier Pile Wall near Abutment 1	1	24-Dec-20	24-Dec-20	Shotcrete Face of Soldier Pile Wall near Abutment 1																	
SHBB.1355	Christmas / New Year Break	8	24-Dec-20	01-Jan-21	Christmas / New Year Break, Christmas / New Year Break																	
SHBB.1360	Erect Trestle/Falsework to Access Bent 2	7	04-Jan-21	12-Jan-21	Erect Trestle/Falsework to Access Bent 2																	
SHBB.1370	Roll Cranemat Joists	2	13-Jan-21	14-Jan-21	Roll Cranemat Joists																	
SHBB.1380	Layout and Drill 3'0" Diameter Bent 2 - Synthetic Slurry Displacement Method	1	15-Jan-21	15-Jan-21	Layout and Drill 3'0" Diameter Bent 2 - Synthetic Slurry Displacement Method																	
SHBB.1390	Place and Suspend Rebar and Tremie Pour Bent 2 CIDH Pile	1	15-Jan-21	15-Jan-21	Place and Suspend Rebar and Tremie Pour Bent 2 CIDH Pile, Place and Suspend Rebar and Tremie Pour Bent 2 CIDH Pile																	
SHBB.1400	Guy Bent 2 Cage	1	15-Jan-21	15-Jan-21	Guy Bent 2 Cage																	
SHBB.1410	Continue to Erect Trestle/Falsework to Access Bent 3 (from either East or West)	5	19-Jan-21	25-Jan-21	Continue to Erect Trestle/Falsework to Access Bent 3 (from either East or West)																	
SHBB.1420	Roll Cranemat Joists	2	26-Jan-21	27-Jan-21	Roll Cranemat Joists																	
SHBB.1430	Layout and Drill 3'0" Diameter Bent 3 - Synthetic Slurry Displacement Method	1	28-Jan-21	28-Jan-21	Layout and Drill 3'0" Diameter Bent 3 - Synthetic Slurry Displacement Method																	
SHBB.1440	Place and Suspend Rebar and Tremie Pour Bent 3 CIDH Pile	1	28-Jan-21	28-Jan-21	Place and Suspend Rebar and Tremie Pour Bent 3 CIDH Pile, Place and Suspend Rebar and Tremie Pour Bent 3 CIDH Pile																	
SHBB.1450	Guy Bent 3 Cage	1	28-Jan-21	28-Jan-21	Guy Bent 3 Cage																	
SHBB.1460	Gamma Gamma Logging Testing - CT-233 for Bent 2&3 Piers (2nd Mobilization)	1	01-Feb-21	01-Feb-21	Gamma Gamma Logging Testing - CT-233 for Bent 2&3 Piers (2nd Mobilization)																	
SHBB.1470	Form/Rebar/Pour Columns (Bent 2 and 3)	4	02-Feb-21	05-Feb-21	Form/Rebar/Pour Columns (Bent 2 and 3)																	
SHBB.1480	Finish Falsework	2	08-Feb-21	09-Feb-21	Finish Falsework																	

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TASK filter: All Activities



# Southern Heights Blvd. Bridge Replacement - Fed No. BRLO 5043 (038)



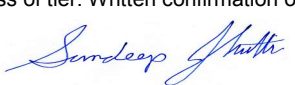
Activity ID	Activity Name	Original Duration	Start	Finish	3, 2020		Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021	
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
SHBB.1490	Form and Place Rebar Dropped Bents	3	10-Feb-21	12-Feb-21								█	█				
SHBB.1500	Install Bridge Camber Sleeper Strips and Place Soffit Plywood	2	11-Feb-21	12-Feb-21								█	█				
SHBB.1510	Place Deck Reinforcement	10	15-Feb-21	26-Feb-21								█	█				
SHBB.1520	Set Edge of Deck Panels	2	01-Mar-21	02-Mar-21								█	█				
SHBB.1530	Place Barrier Rebar and ST-70SM Railing Inserts and Set Pour Strips	2	02-Mar-21	03-Mar-21								█	█				
SHBB.1540	Install Grading Rails for Deck Finishing (Bunyan Roller Rail)	2	04-Mar-21	05-Mar-21								█	█				
SHBB.1550	Pour Deck	1	08-Mar-21	08-Mar-21								█	█				
SHBB.1560	Cure Deck (Forms-In-Place) New Water-Cure Method per CT and Fiber Reinforced	5	09-Mar-21	15-Mar-21								█	█				
SHBB.1570	Strip Forms and Class 1 Finish Edge of Deck and Columns	5	16-Mar-21	22-Mar-21								█	█				
SHBB.1580	Release and Remove Falsework	5	23-Mar-21	29-Mar-21								█	█				
SHBB.1590	Form, Rebar, Pour Railing End Blocks	3	30-Mar-21	01-Apr-21								█	█				
SHBB.1600	Install ST70SM Railing	3	01-Apr-21	05-Apr-21								█	█				
SHBB.1610	Install bracket for new 6" Waterline MMWD	3	01-Apr-21	05-Apr-21								█	█				
SHBB.1620	Install new 6" Waterline (MMWD) and Coordinate Bacti & Pressure Testing and Service	25	06-Apr-21	10-May-21								█	█				
SHBB.1630	Install Electrical Conduits for Bridge Lighting	7	08-Apr-21	16-Apr-21								█	█				
SHBB.1640	Install cross drainage pipe at Approach Slab 1	3	08-Apr-21	12-Apr-21								█	█				
SHBB.1650	Place CTPB under new Approach Slabs	2	19-Apr-21	20-Apr-21								█	█				
SHBB.1660	Form, Rebar, Pour Approach Slabs	4	21-Apr-21	26-Apr-21								█	█				
SHBB.1670	Form, Rebar Pour Approach Slab Curbs for Timber Barrier	2	27-Apr-21	28-Apr-21								█	█				
SHBB.1680	Install Timber Barrier Railings on Approach Slab and Approaches	2	29-Apr-21	30-Apr-21								█	█				
SHBB.1690	Install Joint Seals	2	29-Apr-21	30-Apr-21								█	█				
SHBB.1700	Construct New Permanent Pedestrian Access from Bridge to 122 Southern Heights Blvd	4	29-Apr-21	04-May-21								█	█				
SHBB.1710	Grind and Remove existing AC at bridge approaches include cold planing	2	29-Apr-21	30-Apr-21								█	█				
SHBB.1720	Grind Driveway at 116 Southern Heights	1	29-Apr-21	29-Apr-21								█	█				
SHBB.1730	Grade Approaches to Bridge Both Sides	3	29-Apr-21	03-May-21								█	█				
SHBB.1740	Place and Compact AB where required.	3	04-May-21	06-May-21								█	█				
SHBB.1750	Place HMA	2	07-May-21	10-May-21								█	█				
SHBB.1760	Construct any required Driveways	1	10-May-21	10-May-21								█	█				
SHBB.1770	HMA Dike	1	10-May-21	10-May-21								█	█				
SHBB.1780	Install Drainage Boxes and New Pipes on downslope side of bridge	5	11-May-21	17-May-21								█	█				
SHBB.1790	Grind and Groove Bridge Per Contract Specifications	1	12-May-21	12-May-21								█	█				
SHBB.1800	CT-342 (Skid Test)	1	13-May-21	13-May-21								█	█				
SHBB.1810	Restore Pedestrian Access	2	18-May-21	19-May-21								█	█				
SHBB.1820	Rebuild any required gates or fence	2	20-May-21	21-May-21								█	█				
SHBB.1830	Bridge Finishing and Paint Bridge Numbers	4	18-May-21	21-May-21								█	█				
SHBB.1840	Install Bridge Lighting and Electrical Components	5	14-May-21	20-May-21								█	█				
SHBB.1850	Detour Traffic onto new Permanent Bridge Alignment	1	21-May-21	21-May-21								█	█				
SHBB.1860	Cat-Tracking and Install Permanent Striping	2	24-May-21	25-May-21								█	█				
SHBB.1870	Finish any Contour Grading Below the Bridge and Restore TCE's and ROW to pre-existing conditions	3	24-May-21	26-May-21								█	█				
SHBB.1880	Remove Temporary Ramp and Access Ramp (Remove all gravel and non-native material)	5	31-May-21	04-Jun-21								█	█				
SHBB.1890	Grade and Compact Embankment at former Access Location	5	07-Jun-21	11-Jun-21								█	█				
SHBB.1895	Add Permanent Signs	3	24-May-21	26-May-21								█	█				
SHBB.1896	Add Permanent Mailboxes (coordinate with USPS and Owner)	2	24-May-21	25-May-21								█	█				
<b>SHBB.4 CONSTRUCTION STAGE 3 - IRRIGATION &amp; PLANT ESTABLISHMENT</b>		<b>17</b>	<b>14-Jun-21</b>	<b>06-Jul-21</b>													
SHBB.1900	Install Water Tank and Irrigation	5	14-Jun-21	18-Jun-21								█	█				
SHBB.1910	Plant Establishment (Live Oaks)	2	21-Jun-21	22-Jun-21								█	█				
SHBB.1920	PG&E, AT&T, Comcast Joint Pole Relocation post Construction	1	23-Jun-21	23-Jun-21								█	█				
SHBB.1930	Install Permanent Erosion Control	3	24-Jun-21	28-Jun-21								█	█				
SHBB.1960	Punchlist	5	29-Jun-21	05-Jul-21								█	█				
SHBB.1970	Remove Construction Area Signs	1	06-Jul-21	06-Jul-21								█	█				
SHBB.1980	Clean up & restore site	3	29-Jun-21	01-Jul-21								█	█				
SHBB.1990	Remove and Restore Construction Stage Area	3	29-Jun-21	01-Jul-21								█	█				

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 Actual Level of Effort   
  Remaining Work   
 ◆ ◆ Milestone

TASK filter: All Activities

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of San Rafael 2. Contract DBE Goal: 6%  
 3. Project Description: Southern Heights Boulevard Bridge Replacement – FED No. BRLO 5043(038)  
 4. Project Location: City of San Rafael (Southern Heights Boulevard)  
 5. Consultant's Name: Substrate, Inc (Dynamic Dzyne Associates, Inc) 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
RE/Structure's Rep & Bridge/Roadway Inspector	DBE 38385	Dynamic Dzyne Associates, Inc, dBA Substrate, Inc – 270 Crest Rd, Novato, CA 94945	75%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 21. Local Agency Representative's Signature      22. Date  _____ 23. Local Agency Representative's Name      24. Phone  _____ 25. Local Agency Representative's Title			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> <b>75%</b>  IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.   _____      6/29/2020 12. Preparer's Signature      13. Date Sundeep Jhutti      415-246-4920 _____ 14. Preparer's Name      15. Phone President _____ 16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p>No Lobbying Activities NOT APPLICABLE</p>		
<p><b>4. Name and Address of Reporting Entity</b>  <u>Miller Pacific Engineering Group</u>  <input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee          Tier _____, if known  <u>504 Redwood Blvd., Suite 220, Novato, CA 94947</u>          Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>          Sunny Jhutti, PE,SE          Substrate, Inc.          270 Crest Rd.          Novato, CA 94945          Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>           CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>          (If individual, last name, first name, MI)</p>	<p><b>11. Individuals Performing Services</b>          (including address if different from No. 10)          (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>12. Amount of Payment (check all that apply)</b>          \$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b>  <input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____          Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____          Print Name: _____          Title: _____          Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		


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**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guaranteed  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">NOT APPLICABLE</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee          Tier _____ if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>          (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b>          (including address if different from No. 10)          (last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input checked="" type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature _____          Value _____</p>	<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>	<p>Signature: _____ </p> <p>Print Name: <u>Dave Javid</u></p> <p>Title: <u>Principal</u></p> <p>Telephone No.: <u>415-889-0560</u>      Date: <u>06.22.20</u></p>	
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction          Standard Form - LLL</p>	

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**Exhibit A:**  
***Cost Proposal***





**SAN RAFAEL**  
THE CITY WITH A MISSION

Construction Management, Inspection,  
and Testing Services for the Southern Heights  
Boulevard Bridge Replacement Project  
Federal Project No. BRLO 5043(038)

CITY OF SAN RAFAEL

COST PROPOSAL - July 20, 2020



SUBSTRATE, INC.





July 20, 2020

**Mr. Theo Sanchez**  
**Assistant Public Works Director/City Engineer**  
City of San Rafael – Department of Public Works  
1400 5<sup>th</sup> Avenue  
San Rafael, CA 94901

**Substrate, Inc.**  
270 Crest Rd  
Novato, CA 94945  
T: 415.246.4920  
substrateinc.com

**Sunny Jhutti, PE, SE**  
President  
E: sunny@substrateinc.com

**Subject: Cost Proposal for Construction Management, Inspection, and Testing Services for the Southern Heights Boulevard Bridge Replacement Project - Fed No. BRLO 5043 (038)**

Dear Mr. Sanchez:

Substrate, Inc is pleased to submit this Cost Proposal to provide **Construction Management, Inspection, and Testing Services for the Southern Heights Boulevard Bridge Replacement Project for the City of San Rafael**. We thank you for selecting our team.

We are confident that we have organized the right team that is the right fit for the City of San Rafael’s needs on this challenging Southern Heights Boulevard Bridge Replacement located in an a region of the city with limited access and a small footprint.

We are honored, and look forward to delivering this project for the City of San Rafael, along with your selected Bridge Construction Contractor.

Substrate, Inc, is pleased to submit this Cost proposal to provide Construction Management Services for the Southern Heights Boulevard Bridge Replacement Project. Per our proposal, we will be providing Sunny Jhutti, PE, SE, as the PM/Resident Engineer/Structure’s Rep (Substrate). You get 2 positions for 1 with Sunny.

Substrate, will be providing Ed Ekberg as our Full-Time Inspector. Verux, Inc will be providing SWPPP QA. Cinquini and Passarino will be providing QA Surveying assistance. Miller Pacific Engineering Group (MPEG) will be providing Materials and Source Inspection. ACS will be providing Gamma-Gamma Logging. Finally, Plan-to-Place will be helping with Public Outreach.

We have submitted our revised Cost Proposal at **“Specific Rates of Compensation”**, which indicates an amount of **Not to Exceed \$425,000**. **This cost proposal is valid for 90 days. Thanks,**

Thanks again for the opportunity.

Sincerely,

Sundeep Jhutti, President

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**Firm President Contact Information**

---

<b>Name and Title:</b>	Sunny Jhutti, PE, SE – President
<b>Company Name:</b>	Substrate, Inc
<b>Address:</b>	270 Crest Rd, Novato, CA 94945
<b>Phone Number:</b>	415-246-4920
<b>Email:</b>	sunny@substrateinc.com

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**SOUTHERN HEIGHTS BOULEVARD BRIDGE REPLACEMENT PROJECT - CITY OF SAN RAFAEL**

**COST PROPOSAL SUMMARY & SCHEDULE**

Name	Company	Classification	Pre-Construction		Construction Services									Post-CS	Subtotal Labor Hrs 2020/2021	Bill Rates 2020/2021	Total	
			Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-20				
Sunny Jhutti, PE, SE	Substrate, Inc	RE/Structure Rep	64	64	64	64	64	64	64	64	64	64	64	64	64	704	\$ 176.83	\$ 124,488.32
Edwin Eckberg	Substrate, Inc	Full Time Inspector	64	64	160	160	160	160	160	160	160	160	160	160	160	1504	\$ 150.15	\$ 225,825.60
Materials Testing	Miller Pacific	Subconsultant Tester															Labor+ODC	\$ 35,000.00
Public Outreach	Plan to Place	ODC Vendor															ODC	\$ 24,950.00
Gamma-Gamma Testing	ACS	ODC Vendor															ODC	\$ 5,370.00
QA Surveying	Cinquini & Passarino	ODC Vendor															ODC	\$ 5,400.00
SWPPP (QA)	Verux	ODC Vendor															ODC	\$ 3,250.00

Subtotal \$ 424,283.92

**NTE (Labor + ODC) \$ 425,000.00**

**DBE Utilization \$ 0.82**

Assumptions: Pre-Construction: August & September - 16 hrs a week for Constructability, Bid Schedule Review and recommendation for change. Pre-Bid Meeting Attendance. Help with Invitation to Bidders, Bid tabulation and Analysis October - Full Construction Management - Field Inspection, Meetings, Submittal Review, QA, Public Outreach, etc Ed Eckberg Full-Time Inspector. Sunny Jhutti 2 days per week. No COLA. PM Services included in Fee (No Charge). Future COVID19 related shutdowns subject to Force Majeure. 1st Working day to be Oct 1, 2020 9 month construction duration. No Saturday work or Overtime, included. If this is decided by the City, this cost proposal must be revised.

Date: 7/20/2020

**MILLER PACIFIC ENGINEERING GROUP**  
 Field Observation & Testing Budget Estimate Worksheet  
 San Rafael  
 San Rafael, California

Date: 7/19/20  
 Project Number: 20-10983  
 By: sas

FIELD COSTS					
	PER UNIT	PER HOUR	SITE VISIT	HALF DAY	FULL DAY
Senior Technician 2	\$ 120.00				
Staff Engineer/Geologist 3	\$ 120.00				
Staff Engineer/Geologist 2	\$ 110.00				
Staff Engineer/Geologist 1	\$ 100.00				
Staff Technician 2	\$ 100.00				
Staff Technician 1	\$ 95.00				
Prevailing Wage Group 3	\$ 145.00	1	2	4	8
O/T \$35 - Weekend/Hol/Night \$45; 4 & 8 hr mins apply	\$ 35.00				
Field Vehicle/Equipment	\$ 9.00		2	4	8
Nuclear Density Tests	\$ 8.00		2	4	16
Miles	\$ 0.80		30	30	30
		\$ 145.00	\$ 348	\$ 672	\$ 1,384

Work Item	Description	Estimated Days	HOURS	SITE VISIT	HALF DAY	FULL DAY
1.0	Preconstruction Meeting	1	3			
2.0	Foundation inspections	0				
3.0	Batch Plant Inspection Concrete	2			2	
4.0	Steel Inspection	0				
5.0	Concrete Sampling	6		6	6	
6.0	Subsurface Drainage Inspection	2		2		
7.0	Embankment Slope Backfill	3		2	2	
8.0	Utility trench Backfill	2		2	1	
9.0	Subgrade Compaction	2		1	1	
10.0	Baseroack Compaction	2		2	1	
11.0	Batch Plant Inspection AC	1			1	
12.0	AC sampling and compaction	4			4	
13.0	AC coring	1			1	
14.0	Cellular Concrete Cylinders	1		1	1	
Totals			3	16	20	0

DOLLARS \$ 435.00 \$ 5,568 \$ 13,440 \$ -  
**Total Field Costs: \$ 19,443**

LABORATORY TESTING				
Task	Description	Quantity	Unit \$	Amount \$
1.0	Compaction Curve ASTM 1557	6	\$280	\$ 1,680.00
2.0	Compaction Curve CalTrans 216		\$350	\$ -
3.0	Asphalt Concrete - S-value, Gradation, M.C., Unit Wt. & % Oil	1	\$1,000	\$ 1,000.00
4.0	Concrete Compression (per Cylinder)	46	\$45	\$ 2,070.00
5.0	Concrete Beam Flex	0	\$200	\$ -
6.0	R-value	2	\$390	\$ 780.00
7.0	AC coring	1	\$1,200	\$ 1,200.00
8.0	Durability	1	\$195	\$ 195.00
9.0	Gradation/Sieve	1	\$150	\$ 150.00
10.0	Class II AB Suite (Rvalue,Sieve, Durability & Sand Equiv)	2	\$1,000	\$ 2,000.00
<b>Total Lab Costs:</b>				<b>\$ 7,075.00</b>

Project Meetings, Consult, RFIs, Submittal Reviews, Reports				
Personnel	Title	Hours	\$/Hour	Amount \$
SAS	Principal Eng/Geologist 3	12	\$ 250.00	\$ 3,000.00
MPM	Principal Eng/Geologist 2		\$ 240.00	\$ -
DSC / EAD	Principal Eng/Geologist 1		\$ 230.00	\$ -
BSP	Associate Engineer 1		\$ 205.00	\$ -
MFJ	Senior Geologist 2		\$ 180.00	\$ -
RCA	Senior Engineer 1		\$ 170.00	\$ -
PDC	Project Engineer 3		\$ 150.00	\$ -
PDC / NGK / SLM	Project Engineer 2		\$ 140.00	\$ -
AJM / JTO	Sr. Tech 2	10	\$ 120.00	\$ 1,200.00
MMT / ENE / ZMS	Staff Engineer/Geologist 3	10	\$ 120.00	\$ 1,200.00
NAR	Staff Technician 2		\$ 100.00	\$ -
TWM / JMO / BPC	Staff Technician 1		\$ 95.00	\$ -
KRB / MLT	Project Asst./Word Processor		\$ 85.00	\$ -
<b>Total Engineering Costs:</b>				<b>\$ 5,400.00</b>

**Subtotal:** \$ 31,918  
**Contingency:** 10% \$ 3,192  
**Total:** \$ 35,110

**Use for Budget:** \$ 35,000

# Abe Construction Services, Inc.

5111 Doolan Rd., Livermore, CA 94551 Phone: 925-944-6363 Fax:925-476-1588 Email: SA.ACS@ATT.net

June 9, 2020

## Estimate for CIDH Pile Testing Services GGL (Gamma-Gamma Logging)

Southern Heights Blvd.  
San Rafael, CA

Attn: CM Firms

**Scope:** Perform GGL on 6 CIDH Piles as follows:

**Abutment 1 & 4-** 2 piles each Abut. @ 24" x ~30' with 2

**Bents 2 & 3-** 1 pile each bent @ 36" x ~95' with 3 tubes/pile.

Assume 3 mobilizations and 3 reports, 1 for each abutment and 1 for Bents 2 & 3 same day.

QTY.	DESCRIPTION	RATE / UNIT	COST
<b>GGL FIELD TESTING</b>			
4	GGL Equipment / Logging Charge (24" Abutment 1 Piles)	\$120.00 /pile	NA- Min. Day Charge
2	GGL Equipment / Logging Charge (36" Bent Piles) (Assumes Bents 2 & 3 tested same day)	\$550.00 /pile	\$1,100.00
2	Minimum daily field charge (if Per pile charge per day < \$1000)	\$1,000.00 /day	\$2,000.00
0	Weekend or holiday premium charge	\$300.00 /day	\$0.00
<b>REPORT / ANALYSIS/ ENGINEERING/ADMIN. CHARGES</b>			
1	First GGLTest Report submittal	\$600.00 / each	\$600.00
2	Additional GGLTest Reports submittal after 1st report	\$400.00 / each	\$800.00
0	Engineer for meetings,standby at site, or PDDF forms	\$200.00 /hr	\$0.00
0	Certified Payrol Reports (if required)	\$150.00 / each	\$0.00
<b>TRAVEL / MOB EXPENSES</b>			
3	Equipment Mobilization/vehicle/ travel costs	\$290.00 /trip	\$870.00
0	Overnight charge for consecutive field days out of town	\$150.00 /day	\$0.00
<b>Total Estimate</b>			<b>\$5,370.00</b>

### Notes & Terms:

- At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges.  
If we receive less than 7 days notice, additional mobilization expenses may be negotiated.
- Standby charge of \$200/ hr will be charged if engineer must wait for access to piles for testing
- Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES  
This quote is valid for 90 days.
- All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 60-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.
- Quote assumes ACS insurance per attached certificate is acceptable as-is.
- Quote assumes that ACS is charging lump sum per test under a subcontract agreement as a non-A&E service provider not subject to 10H or safe harbor rates and that client will list ACS as a direct cost vendor rather than a sub-consultant/ sub contractor, and that FAR Title 48 & 49 requirements do not apply to ACS.

**Please sign below indicating you accept the above rates and terms and agree to pay in full within 30 days of receipt of invoice. Please return signed quote by email.**

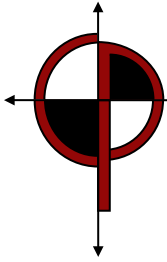
This quote is valid for 90 days.

Company

Date

Print name & title

Signature



▲ BOUNDARY      ▲ TOPOGRAPHIC      ▲ CONSTRUCTION  
▲ RAILROAD      ▲ INFRASTRUCTURE      ▲ HYDROGRAPHIC

**EXHIBIT C**  
**HOURLY FEE SCHEDULE**  
MARCH 1, 2020 TO FEBRUARY 29, 2021

**OFFICE AND PROFESSIONAL**

Professional Land Surveyor (4 HOUR MINIMUM) EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS	\$460.00 per hour
Professional Land Surveyor LEGAL RESEARCH & COURT EXHIBITS	\$260.00 per hour
Principal Professional Land Surveyor	\$200.00 per hour
Senior Professional Land Surveyor	\$190.00 per hour
Professional Land Surveyor	\$160.00 - \$180.00 per hour
Survey Technician	\$118.00 - \$160.00 per hour (PLUS MATERIAL)
GIS Analyst	\$134.00 per hour
Remote Pilot INCLUDES MISSION PLANNING, VEHICLES, UAS/DRONE, MILEAGE & MATERIAL	\$185.00 - \$205.00 per hour
Word Processing, Clerical and Deliveries	\$ 98.00 per hour

**FIELD CREWS**

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	\$190.00 per hour
1 Person GPS Party	\$215.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$285.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$395.00 per hour
4 - Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 3 CHAINMEN OR CHAINMAN & 2 FLAGPERSONS.	\$460.00 per hour

**SUPPLEMENTAL ITEMS**

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work ( <i>shifts starting after 4 PM or before 5 AM</i> )	10% additional over base rates
Travel Time for 2-Man Crew ( <i>beyond 1 hour of travel outside an 8 hour workday</i> )	\$120.00 per hour
GEDO Scan Equipment is subject to a \$1,000.00 per day usage charge	
UAS Equipment subject to a \$750.00 per day usage charge	

## Sunny Jhutti

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**From:** Sunny Jhutti  
**Sent:** Sunday, July 19, 2020 12:21 PM  
**To:** Sunny Jhutti  
**Subject:** FW: Southern Heights Blvd Bridge

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**From:** Bob Shults [mailto:bob@veruxinc.com]  
**Sent:** Monday, June 15, 2020 10:14 AM  
**To:** Sunny Jhutti  
**Subject:** RE: Southern Heights Blvd Bridge

Sunny,

The price per site visit, assuming one hour of time at the site for an inspection and a follow-up inspection report with photos, would be \$325/each. So no we wouldn't charge for all the drive time to and from Sacramento. If you need me to assume more time at the site let me know and I can adjust the price.

Thanks,

Bob Shults, PE, QSD, TOR | Partner



Stormwater Compliance | Construction Management  
c: 916.850.5758 | f: 888.840.5935 | www.veruxinc.com  
office: 7801 Folsom Blvd., Ste 103 | Sacramento, CA 95826  
mail: 2443 Fair Oaks Blvd. #150 | Sacramento, CA 95825



# San Rafael Bridge Project

Proposed Scope and Budget Assumptions *(revised 07.20.20)*

## Engagement Scope of Work and Budget Assumptions

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The following presents our proposed tasks for community engagement for the San Rafael Bridge Improvement project.

### TASK 1 – PROJECT INITIATION

#### Task 1.1: Kick-off Meeting

Plan to Place will participate in a kick-off meeting with the Substrate team and City staff to:

- Identify potential stakeholders;
- Review outreach opportunities and discuss the engagement strategy;
- Confirm expectations for work products and refine the scope of work and budget as necessary; and
- Discuss project roles and responsibilities.

**Task 1.1 Budget = \$1,750** (5 Hours @ \$200/hr = \$1,000 + 5 Hours @ \$150/hr = \$750)

#### Task 1.2: Branding + Project Awareness

In order to prepare an identifiable and consistent brand for this project, Plan to Place will assist with the following tasks:

- **Style Guide** - The first step to creating branding materials will be to prepare a Style Guide that identifies the fonts, color schemes, and graphic design elements. The proposed Style Guide will build off of city-wide branding resources.
- **Project logo and Outreach templates** – once the Style Guide is approved, Plan to Place can create document templates and graphic style guidelines to be used for all project related meeting materials such as information flyers and postcards, to share with the community through the field visits, and digital media for the City's social media and project webpage and other digital platforms.

**Task 1.2 Budget = \$4,200** (6 Hours @ \$200/hr = \$1,200 + 20 hours @ \$150/hr = \$3,000)

#### **Task 1 Deliverables:**

- ✓ *Final refined scope and budget*
- ✓ *Draft and Final Branding Materials*



## TASK 2 – IMPLEMENT ENGAGEMENT STRATEGY

### Task 2.1: Weekly Project Updates

Plan to Place will work with the Substrate team to prepare weekly progress updates to share with the community through mailers, flyers, the project website and social media. Its anticipated that the City and Substrate team will supply all of the material and updates, and Plan to Place will put them in an easy to understand and approachable format. The budget assumes that the Plan to Place team will be on site up to four times a month **for up to 2 1/2 months** to help with distribution of material.

**Task 2.1 Budget = \$15,500** (50 Hours @ \$200/hr = \$9,200 + 42 hours @ \$150/hr = \$6,300)

### Task 2.2: Project Website Updates

It's assumed that the City will set up a project page on the City's website for this project. Plan to Place will assist project team with preparing web ready material to provide updates (based on information receive from the City and Substrate team)

**Task 2.2 Budget = \$3,000** (6 Hours @ \$200/hr = \$1,200 + 12 hours @ \$150/hr = \$1,800)

### **Task 2 Deliverables:**

- ✓ *Weekly Project Updates*
- ✓ *Project Website updates*

## **BUDGET**

*Task 1 = \$5,950*

*Task 2 = \$18,500*

*Direct costs (for travel, assume that City or Substrate Inc. will incur costs related to printing and website maintenance) = \$500*

**TOTAL BUDGET = \$24,950**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: San Rafael Fire Department

Prepared by: Darin White, Fire Chief  
Quinn Gardner, Emergency Manager

City Manager Approval:

**TOPIC: WILDFIRE PREVENTION IN SAN RAFAEL**

**SUBJECT: INFORMATIONAL REPORT ON THE MARIN WILDFIRE PREVENTION AUTHORITY AND CURRENT ACTIVITIES THAT REDUCE WILDFIRE RISK IN SAN RAFAEL, AND RESOLUTION ACCEPTING THE CITY OF SAN RAFAEL'S FINAL WILDFIRE PREVENTION AND PROTECTION ACTION PLAN**

**EXECUTIVE SUMMARY:**

The San Rafael Fire Department is proposing that the City Council accept the final San Rafael Wildfire Prevention and Protection Action Plan (WPPAP) as a framework for ongoing wildfire mitigation and prevention efforts. On [August 20, 2018](#) and [January 22, 2019](#), the Fire Department presented informational reports to the City Council regarding the WPPAP. Subsequently, staff has incorporated the feedback from the City Council and the public as directed in these prior City Council meetings. The updated 38 action items reflect the numerous meetings with the City Council, the Wildfire Advisory Committee (comprised of 15 community members and Mayor Phillips and Councilmember Bushey) and other community input. The 38 action items reflect alignment on those factors that would directly impact residents in the event of a wildfire in San Rafael and/or adjoining communities. The City's fire prevention resources were insufficient to address all the existing needs and objectives outlined in the WPPAP. However, the voter approved Measure C, which passed in March 2020, and the subsequent creation of the Marin Wildfire Prevention Authority (MWPA), has substantially enhanced the amount of funding, staffing, and key resources available to accomplish the WPPAP action items. In addition to the final WPPAP this report also includes updates on current wildfire migration efforts.

**RECOMMENDATION:**

Staff recommends the City Council accept the final WPPAP and the informational report pertaining to the MWPA and current activities that reduce wildfire risk in San Rafael.

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**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

**BACKGROUND:**

The State of California, including the East and North Bay communities, continue to face increased risk of catastrophic wildland urban interface fires. Drought conditions, downed electrical power lines, high temperatures, low humidity levels, strong winds, significant vegetation fuel amounts, fiscally challenged and otherwise inadequately prepared communities have directly contributed to the growing number of lives lost, thousands of acres burned, thousands of homes destroyed, massive evacuations and displacements, and firefighting resources used. Numerous incidents can be found in neighboring counties such as, the Tubbs and Nuns Fires in 2017, Camp Fire in 2018, and Kincade Fire in 2019.

On April 25, 2019, the Marin County Civil Grand Jury released its report which proposed the creation of a joint powers authority to create a consistent, coordinated, and concerted countywide effort toward pre-fire planning, with the intention of closing existing gaps in preparedness and thereby reducing vulnerability to wildfires. This proposal and Measure C led to the creation of the MWPA and the multiple cities, districts, and towns that comprise it have formed its governing Board of Directors, along with various committee and advisory groups to further its goals and objectives.

San Rafael proactively sought to establish its own Wildfire Vegetation Management Plan well in advance of the Marin County Civil Grand Jury report. At the direction of City Council and City leadership, staff drafted a plan (WPPAP) in 2019 that would serve as the framework for a safer community through 38 identified action items. Additional modifications to ordinances, collaborative efforts to conduct effective community outreach, development of multiple projects and plans such as evacuation plans and maps, and use of mechanical and other effective fuel reduction strategies were already identified as future action items and/or actions conducted annually to address wildfire risk.

**ANALYSIS:**

**Marin Wildfire Prevention Authority (MWPA) Update**

With the passage of Measure C in March of 2020, Marin County Fire Departments and City, Town and District leadership immediately began to develop the budget, the Operations Committee, and the criteria for ensuring the new joint powers authority would be as effective and productive as expected by the voters. The MWPA has three funding buckets that will provide for collaborative projects and local priorities. The core allocation (60%) covers projects by zone and includes activities such as wildfire detection, notification, evacuation improvements, vegetation management, grants management, and public education. Defensible space/ home hardening account for 20% of the funding and agency (City/Town/District) specific wildfire prevention projects receive the remaining 20%. To accommodate the tax collection cycle and limit the need for loans, the first year of MWPA funding will mainly focus on defensible space/home hardening and local projects. In the future, MWPA funding will be available to support larger scale projects such as mass evacuation improvements, alert and detection enhancements, and individual grant assistance. An estimated \$4.5 million annually will be allocated to the San Rafael zone to complete MWPA approved work, including WPPAP action items.

The MWPA Operations Committee met several times this Spring to develop its 2020 Workplan. These initial projects needed to be 'shovel ready', visible, and capable of being funded and addressed within the limited first year funding. The specific projects for this year are identified in the [MWPA 2020 workplan and budget approved by the MWPA Board on June 18<sup>th</sup>](#).

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

The San Rafael WPPAP projects (funded by the MWPA) are listed below.

- Hiring 2 Lead Vegetation Management Inspectors (Wildfire Mitigation Specialists) to support seasonal inspection staff and conduct defensible space inspections for San Rafael and Marinwood (Correlates to WPPAP action items 2, 6, 9,12,14, 19, 20, 21,23, 26, 28, 32 and 38)
- Expanding the San Rafael Defensible Space Inspection through the hiring of 6 seasonal Defensible Space Inspectors (Correlates to WPPAP action items 2, 6, 21, 23, and 26)
- Lease or Purchase a Chipper to provide increased assistance to homeowners with vegetation disposal (Correlates to WPPAP action items 1, 16)
- Hiring of additional Open Space Rangers to monitor and prevent ignitions in open spaces. (Correlates to WPPAP action item numbers 15, 16 and 27)
- Dissemination of critical information to the public through the printing, mailing and distribution of Public Evacuation Maps (Correlates to WPPAP action items 10, 20, and 32)
- Vegetation Management Projects that involve Service Corps such as the AmeriCorps team from St. Louis (Correlates to WPPAP action items 1, 5, 8, and 21)
- Implementing Parking Boxes in designated hillside areas to improve community egress/evacuation and first responder access (Correlates to WPPAP action items 24 and 29)
- Fire Road Maintenance work throughout San Rafael (Corelates to WPPAP action items 1, 20, and 28)
- Shaded Fuel Break on Fire Roads with Cal Fire Delta Fire Crew (i.e. San Pedro Ridge, Bayhills, and Aquinas) (Correlates to WPPAP action items 1, 5, 8, and 21)
- San Rafael Evacuation Route Improvements via Roadside clearance measures in the San Rafael Hill, Bret Harte, and Picnic Valley areas (Correlates to WPPAP action items 1, 20, 28, and 32)
- Goat grazing in San Rafael open space areas (Correlates to WPPAP action item #4)
- San Rafael Community Center Smart Landscape and educational signage project at 618 B street (Correlates to WPPAP action items 2, 6, 21, 22, 23, and 24)
- Public Education and Outreach via signs, mailers, flyers, website materials, etc. (Correlates to WPPAP action items 24 and 38)

### **Wildfire Prevention Protection Action Plan**

The City Council's acceptance of the WPPAP will direct staff to continue its existing efforts to complete the action items within the plan and propose ordinance amendments for City Council consideration. These would include future efforts to update and expand vegetation management standards city wide, parking ordinances, and joint work with the Building and Planning Department to create building code amendments and other required changes.

Due to staff time and financial constraints brought on by COVID-19, some of the timelines proposed in earlier drafts of the plan have been adjusted. Despite these challenges, staff has been able to make some substantial progress on some items over the past few months. The passage of Measure C allows the City to be able to continue and expand staffing and programs outlined in the WPPAP that would not have been otherwise possible. The final WPPAP document is Attachment 1 to this staff report. The primary updates to the plan include the incorporation of the MWPA, updated timelines, and community feedback. Staff will provide a detailed overview of these changes and progress during the August 3<sup>rd</sup>, 2020 City Council Meeting.

### **Wildfire Prevention & Mitigation Progress & Recent Activities**

#### **Staffing and Defensible Space Evaluations**

On July 16, 2020, working to achieve WPPAP action item 26 and support numerous others, six Defensible Space Temporary/Seasonal Inspectors were hired after reviewing over 30 applications. The

new team supplements the ongoing work of two inspectors who recently transitioned to full time status. The eight-person team has a great mix of enthusiasm, experience, and are civic minded employees. The team will improve public education and safety through individual on site wildfire risk inspections and follow up support. The new team has already completed over 200 residential inspections in their first three days and aims to inspect every Wildland Urban Interface (WUI) parcel by the end of 2020.

This year the San Rafael Fire Department (SRFD) suppression staff will conduct site/neighborhood assessments in our WUI areas. While the primary goal is to create a safer profile for our community members through the actual identification of potential hazards in the neighboring spaces, structures, and environment, the use of suppression staff's eyes on numerous areas will supplement our existing prevention inspection staff efforts. These assessments provide for first responder familiarization and community safety through the identification of conditions and factors that can create hazardous situations for first responders and evacuees alike. Vegetation Management staff will be able to review and track these properties/parcels for future inspections, pre-planning, and follow up. The pilot of the assessment is scheduled to start in mid-August.

With the passing of Measure C and guided by action items 15 and 27 in the WPPAP, the City was able to hire 1.5 new Police Rangers to patrol our open space and reduce the wildfire risks associated with illegal encampments. The Rangers work closely with fire prevention staff to identify and eliminate risks while also assuring fuel reduction efforts can safely continue.

#### Fuel Reduction Efforts

Goats have been grazing in numerous areas for the past couple of months. It is estimated that approximately 95 acres of land has been grazed (80 in San Rafael and 15 in Marinwood) using herds in areas that have historically been grazed along with new locations including:

- Terra Linda hill/Hartzell Park= 15 acres NEW
- Idylberry Fire Road in Marinwood= 15 acres NEW
- Robert Dollar Drive= 18.4 acres
- Skyview= 12 acres
- Santiago Wy= 2.3 acres
- Lynn Ct/ Bret Harte Hill= 10 acres
- McNear Fire Road= 13 acres
- Peacock Pt= 9 acres

The chipper program continues to operate in support of individual property owners and Firewise communities efforts to remove fire hazardous vegetation. Since March of this year we have provided residential juniper and bamboo chipping as follows:

- 13 locations prior to July
- Approx. 200 cubic yards of mostly juniper and some bamboo
- 9 households participated on the 7/27/2020 Chipper Day
- Continuing to offer at least 1 Bamboo/Juniper Chipper Day each month

The City has expanded its partnership with AmeriCorps to include AmeriCorps St. Louis, a fee for service program with wildland fire and land stewardship expertise. Since the start of the partnership in 2019, the City has been supported by over 50 young people, dedicating a year of their life to community service. Both AmeriCorps NCCC and AmeriCorps St. Louis teams have been able to provide direct support to qualifying homeowners to achieve defensible space around their homes and worked to reduce wildfire risk in City open space. Their work involved the limbing of trees, weed whipping, and reducing hazardous fuels while creating shaded fuel breaks and defensible space. Efforts are underway

to host additional AmeriCorps teams in the future. A summary of the combined AmeriCorps efforts are located below:

- Over 1270 service days and 10,300 hours of service
- Fuel reduction treatment over 86 acres
- Over 600 cubic yards of vegetation removed. And 150 additional cubic yards chipped and spread on site
- Over 50 elderly, disabled, and low-income residents directly helped
- Fire smart planting and beautification projects on City sites

Their work has had impacts across San Rafael and neighboring Marinwood. Project sites have included but were not limited to:

- Acacia Grove in Mont Marin (behind Corte Miguel/Salvador Way)
- Alongside Coleman Drive in San Rafael
- Aquinas Fire Road towards Bayhills Fire Road
- Balboa Road
- Behind Graceland Drive in San Rafael
- Chula Vista Fire Road
- Elementary School Fire Road
- Ellen Drive, behind Elvia Drive and Queenstone Fire Road in Marinwood
- Gerstle Park Fire Road and D Street
- Gold Hill Road
- Hartzell Park in Terra Linda
- Hillside Drive
- McNear Fire Road
- Mont Maria Park
- Moore's Hill Open Space Area
- Robert Dollar Fire Road and area behind Elks Lodge
- San Rafael Community Center
- Tamal Vista Drive

**COMMUNITY OUTREACH:**

Feedback from the public, the San Rafael Fire Commission, and numerous meetings with the Wildfire Advisory Committee has been incorporated into the WPPAP.

**FISCAL IMPACT:**

There is no cost associated with accepting the WPPAP. The majority of new expenditures related to WPPAP action items will be covered by MWPA funding allocations.

**OPTIONS:**

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

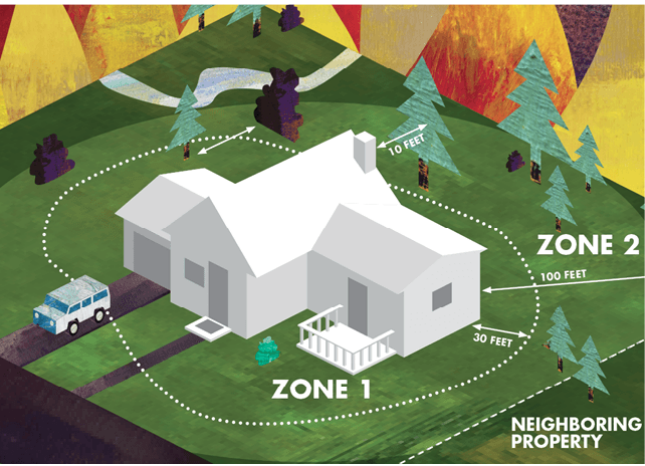
1. Staff's recommended actions of accepting the information report and adopting the resolution that accepts the final San Rafael Wildfire Prevention and Protection Action Plan.
2. Direct staff to return with more information.
3. Do not accept the final San Rafael Wildfire Prevention and Protection Action Plan.

**RECOMMENDED ACTION:**

1. Adopt the Resolution accepting the final San Rafael Wildfire Prevention and Protection Action Plan.
2. Accept informational report.

**ATTACHMENTS:**

1. Final San Rafael Wildfire Prevention and Protection Action Plan
2. Resolution Accepting the San Rafael Wildfire Prevention and Protection Action Plan



# Wildfire Prevention and Protection Action Plan

August 2020



**SAN RAFAEL**  
THE CITY WITH A MISSION





# San Rafael Wildfire Prevention and Protection Action Plan: A Framework for Wildfire Risk Reduction in San Rafael– August 2020



## **Executive Summary:**

At the direction of the San Rafael City Council, staff have produced the San Rafael Wildfire Prevention and Protection Action Plan. This document is intended as a master planning document to guide continual efforts to reduce the wildfire risk in San Rafael. It does not provide specific program details for every objective, but serves as a framework for concurrent, complimentary and building block approaches to community safety. All items that require ordinance changes or resolutions will require additional action by City Council per San Rafael Municipal Code. This master plan incorporates lessons learned from recent wildfires, ongoing local and County efforts, existing plans, environmental best practices, and community input. This document is intended as a guide to overall approach and lays out the City of San Rafael's plans for Wildfire Prevention and Preparedness. The framework will be executed in partnership with other city, county and community efforts including, but not limited to: the Marin Wildfire Prevention Authority (MWPA) and its committees and workplans.



### **Background:**

In 2007, the City of San Rafael adopted a model ordinance for vegetation management. As we experience continued fire risk and activity associated with climate change, the City of San Rafael has been actively evaluating methods to further reduce our community's susceptibility to devastating wildfires. Wildfire risks will persist under extreme conditions; however, we can significantly mitigate those risk factors through enhanced regulations, education and enforcement. Public policy and programs provide a framework for a more resilient San Rafael but will require public support, compliance, effective implementation, and individual effort.

Currently, the City's wildfire prevention efforts focus on our Wildland Urban Interface (WUI) areas, which were established to identify areas thought to be most at risk for being impacted by a wildfire. Specific vegetation standards, including those adopted by San Rafael in 2007, apply only to property in the WUI. However, as climate change and increased fuel build-up contribute to more devastating fires, these boundaries no longer are sufficient or effective. Ember storms, explained in more detail below, can spread fire miles ahead of the flame front, regardless of WUI or jurisdictional boundaries. To adequately protect communities, more universal standards and approaches are necessary. Each structure burned in a fire is a risk to life, a personal and communal loss, and contributes to additional fire spread.

In early 2019 Fire Department had two part-time Vegetation Management Inspectors. Together, the Department conducted more than 1,200 WUI home inspections in the first half of Fiscal Year 2018/19 and assisted the Department of Public Works with removal of flammable vegetation on approximately 125 acres of City-owned public

space. Monthly chipper days – providing residents with free juniper and bamboo chipping services – are also overseen by the Fire Department. Altogether, more than 1,500 tons of vegetation was removed this past fiscal year as a result of the Fire Department’s vegetation management efforts. The City also works closely with Marin County Fire, FIREsafe MARIN, and other local and regional agencies on wildfire prevention and fuel reduction strategies.

Additionally, in prior years, the Police Department employed two part-time open-space rangers who patrol City open space for fire hazards and violations of City ordinances during the fire season (generally considered to be May through November). These rangers are empowered to remove dangerous items from encampments if they pose an immediate fire risk, and assist in removing abandoned campsites, garbage and other fire risks from the area. Note, enforcement of anti-camping ordinances is limited by the law and a recent U.S. 9<sup>th</sup> Circuit court ruling and the City is currently working to update its ordinances to be in compliance with the law.

In March of 2020, Marin County voters approved Measure C, a scaling parcel tax to fund wildfire prevention in Marin County. Measure C established and funds the Marin Wildfire Prevention Authority with an estimated annual tax revenue of 19.3 million dollars.

Despite the City’s ongoing efforts, wildfire risk and community concern require more action. Continual and expanded efforts to address wildfire prevention and safety will protect lives, property, businesses, as well as our natural resources, including forests, watersheds, and endangered species habitats.



## Fire Science:

A basic understanding of fire science and behavior is needed to best understand how the items proposed in this plan will reduce the wildfire risk in San Rafael. Fire requires heat, oxygen, and fuel to burn. Wildfire behavior is impacted by weather, topography, and fuel. Fuel is the consistent feature in fire ignition and behavior that we can do the most to control. Recent fires and subsequent studies have aided in Fire Professionals understanding of fire behavior, risks to lives and property, and how best to mitigate those risks.

Wildfire prevention focuses on reducing ignition sources, such as heat and easily ignitable fuel. Wildfire mitigation focuses on reducing fuel to reduce the ability of a wildfire to spread and impact lives and property. Types of fuel are generally defined by the amount of time it takes a fuel to respond to changing weather conditions or dry out. 1 hour, or flash fuels, like tall grass, ignite and burn very quickly. 10, 100, and 1,000-hour fuels take increasingly more heat and time to ignite but burn for longer. Similar to the way one would build a camp fire, fire mitigation work should start with the easily ignitable fuels and progressively remove the others from areas of protection.

When referring to fuel structures, or the way the fuels exist in the environment, the three common in San Rafael are surface, ladder, and aerial fuel. Surface fuel includes dead and dying vegetation material on the ground's surface. Fire that only impacts ground fuels is much easier to contain and extinguish. Ladder fuels connect separate fuel sources and contribute to fire spread. Reducing ladder fuels helps keep fire on the

ground and reduces the rate of spread. Ladder fuels allow ground fire to spread into canopies and aerial fuels. Aerial fuels exist above the ground, and include the tree canopy, branches and high brush. Fires consuming large amounts of aerial fuels are difficult to contain.

The three primary methods of wildfire spread are described below:

*Embers:* According to recent research, embers are the most prolific cause of home ignition at a rate of two out of every three homes destroyed. Embers are glowing or burning pieces of vegetation or construction debris that are lofted during the wildfire. Embers can move up to a mile ahead of a firestorm. These small embers or sparks may fall on the vegetation near your home – on dry leaves, needles or twigs on the roof– and then subsequently ignite and burn down the home. The concentration of embers that land on the roof and roll off makes the removal of all flammable materials close to the house critical. Ember storms place all structures without fire resistant landscaping and construction within miles of the fire at potential risk.

*Direct flame contact:* Direct flame impingement refers to the transfer of heat by direct flame exposure. Direct contact will heat the building materials of the home; if the time and intensity of exposure is severe enough, windows will break, and materials will ignite.

*Radiant heat:* A house can catch on fire from the heat that is transferred to it from nearby burning objects, even in the absence of direct flames or embers. By creating defensible space around homes, we can significantly reduce the risk from radiant heat. A home with 100 feet of clearance from forest or shrubs will usually have minimal impact from radiant heat or direct flame.

Establishing strong guidelines for defensible space and fire-resistant building materials helps prevent ignition from radiant heat and embers. Limiting fuel and available vegetation reduces the possibility of direct flame contact igniting structures or other vegetation. Conditions are increasingly making ember storms, created by winds and highly combustible vegetation, the primary method of wildfire spread.

NFPA and [Firewise USA](https://www.firewise.org/) recognize three zones surrounding a structure:

*Immediate Zone* (within 5 feet of a structure): This zone is most vulnerable to embers and should be clear of all dead and flammable vegetation. Improvements in this zone are essential to preventing structure ignitions.

*Intermediate Zone* (5 to 30 feet from a structure): This area should be carefully landscaped to act as a fire break.

*Extended Zone* (30 to 100 feet – or, in some cases, up to 200 feet – from a structure): This zone should act to interrupt the path of fire and keep embers from becoming airborne.



### **Methodology:**

This document lists a series of prescriptions, programs, and recommended ordinance changes needed to make San Rafael more fire and disaster-resistant. These action items reflect the need for a comprehensive approach to reducing wildfire risk. Removing dangerous vegetation, using fire-resistant building materials, and avoiding risky activities all are vital for protecting the community.

This plan is written with regards to the City and County of Marin Local Hazard Mitigation Plans (LHMP); Marin County Community Wildfire Protection Plan (CWPP); Marin County Lessons Learned 2017 North Bay Fire Siege, September 2018 (*2017 Lessons Learned report*); San Rafael Climate Change Action Plan, and the San Rafael General Plan.

The initial draft plan was presented to City Council on January 22, 2019. Following the initial presentation, additional public input was gathered through public meetings, Homeowners Association and Neighborhood Association meetings, online feedback forms, social media, Nextdoor polls and direct contacts.

The framework adopted by San Rafael City Council in March of 2019 was re-organized and renumbered following feedback received from the initial draft. Throughout 2019 a 15-member Citizen's Advisory Committee, met in a public setting to discuss and improve the plan. The Committee's feedback was incorporated into the October 2019 version of the plan. The October 2019 draft plan was presented at 3 community meetings, one of which included translated materials and Spanish translation. This final version considers and incorporates feedback from the extensive digital and in-person outreach listed above to provide a comprehensive, equitable, and community minded path forward.

**Intent:**

The San Rafael Wildfire Prevention and Protection Action Plan is designed to serve as a master plan and framework for the ongoing work to reduce wildfire risk in San Rafael. This plan considers and incorporates local, county, regional, and national findings and best practices, including those incorporated into the Marin County Wildfire Prevention and Protection Plan and the 2017 Lesson's Learned report.

The plan is designed to address all the phases of disaster response (mitigation, preparedness, response, and recovery) while engaging the whole community. Creative and innovative solutions are considered to help achieve these goals. As a community member summarized via the feedback form "if ever there was a situation where you should not let 'the perfect be the enemy of the good', this is it." This plan is presented as a framework to move efforts forward, establish benchmarks, and provide opportunities for evaluation and improvement.

The following were the guiding principles and intent of this plan:

- Public safety and risk reduction
- Coordination and collaboration
- Environmental protection and sustainability
- Equity
- Cost effectiveness
- Incentivize voluntary compliance before fines and penalties

**Structure:**

The action items are organized into three categories in alignment with the Marin County *2017 Lessons Learned* report: 1) Vegetation Management 2) Wildfire Prevention and Protection and 3) Emergency Notifications and Evacuation. Each action item includes the objective, rationale, required actions, concerns, costs, potential stakeholders, a proposed timeline, and anticipated outcomes in the following format:

## OBJECTIVE

Action	This section includes a description of the proposed action.
<i>What this means</i>	This section should explain in more detail what this action would mean to those impacted by it.
<i>Rationale</i>	This section includes a discussion of why we recommend this, including the scale of impact we believe it will have.
<i>Concerns</i>	This section includes a discussion of political, legal, or cost feasibility concerns that we've identified. It lists any identified trade-offs, such as the dedication of existing staffing resources away from other projects to do this work.
<i>Stakeholders</i>	This section includes a list of stakeholders.
<i>Timeline</i>	This section says if the action is underway and if not, why. For example, it is noted here if the action requires further or extensive legal review, future City Council action, community outreach, program design work, etc.
<i>Outcomes</i>	This section outlines the anticipated result of the item implementation.



### Impacts on Budget and Staff Time:

A full, year-by-year budget estimating the cost to implement has been developed by staff. This includes open space fuel reduction projects, staff time to implement and maintain the plan, support for residents through cost share programs and chipper days, outreach and education, as well as supplies and funding for specific projects.



Some cost recovery may be attained through enforcement fines through the City's master fee schedule. The City strives for voluntary compliance before implementing fines or fees for dangerous non-compliance.

Measure C, via the MWPA, will provide the majority of the funding required for the implementation and staffing of most items in this plan. Measure C provides an avenue to continue and expand wildfire prevention efforts despite the financial constraint and public funding challenges presented by COVID-19.

### **Definitions:**

For the purposes of this document, the following words are defined:

**"Fuel"** means any combustible vegetation, including grass, leaves, ground litter, plants, shrubs and trees, that can feed a fire.

**"Prescription"** means a set of standards, regulations, or recommendations that consider the unique aspects of a particular issue including vegetation, slope, aspect, nearby construction materials, and surrounding area.

**"Vegetation Management Plan"** means a site-specific written plan for a property to mitigate the risk of wildfire through strategic reduction of combustible vegetation.

**"Wildfire"** means a fire that originates in an area of combustible vegetation, as opposed to a structure fire, which originates in or adjacent to a building.

**"Wildland-Urban Interface"** is an area where human development (e.g., houses) abut or intermingle with undeveloped vegetation and where the risk of wildfire is high.

Table 1 – Acronyms

<b>ACRONYM</b>	<b>DESCRIPTION</b>
<b>AFN</b>	Access and Functional Needs
<b>CERT</b>	Community Emergency Response Team
<b>CSA</b>	Community Service Agreement
<b>CSD</b>	Community Service District
<b>CWPP</b>	Community Wildfire Protection Plan
<b>DPW</b>	Department of Public Works
<b>EOC</b>	Emergency Operations Center
<b>GETS</b>	Government Emergency Telecommunications Service
<b>HEAT</b>	Homeless Emergency Action Team
<b>LHMP</b>	Local Hazard Mitigation Plan
<b>MCSO</b>	Marin County Sheriff's Office
<b>MMWD</b>	Marin Municipal Water District
<b>MWPA</b>	Marin Wildfire Prevention Authority
<b>NCCC</b>	National Civilian Conservation Corps, An AmeriCorps Program
<b>NFPA</b>	National Fire Protection Association
<b>NRG</b>	Neighborhood Response Group
<b>OES</b>	Office of Emergency Services
<b>PG&amp;E</b>	Pacific Gas and Electric
<b>PRC</b>	Public Resource Code
<b>RLT</b>	Resilient Landscape Template
<b>SRA</b>	State Responsibility Area
<b>SRFD</b>	San Rafael Fire Department
<b>SRMC</b>	San Rafael Municipal Code
<b>SRPD</b>	San Rafael Police Department
<b>VMP</b>	Vegetation Management Plan
<b>WEA</b>	Wireless Emergency Alerts
<b>WPS</b>	Wireless Priority Services
<b>WUI</b>	Wildland-Urban Interface

# VEGETATION MANAGEMENT

## 1. Eliminate highly flammable vegetation throughout San Rafael

<b>ACTION</b>	Propose revising the existing provisions that prohibit Juniper and Bamboo to include Acacia and Italian Cypress, and universally apply these regulations on all properties in San Rafael.
<b>WHAT THIS MEANS</b>	<p>All property owners in San Rafael, both public and private, will be required to remove all Juniper (<i>Juniperus spp.</i>), Bamboo (<i>Bambusa spp.</i>), Acacia (<i>Acacia spp.</i>), and Italian Cypress (<i>Cupressis sempervirens</i>); the timeline for compliance will be decided at the time the City Council approves a proposed change in the ordinance. Enforcement will include a required vegetation inspection fee as part of the Residential Building Resale (RBR) process. Non-compliance will require a disclosure and be resolved through private sale negotiations.</p> <p>Outreach to nurseries and landscaping companies will be included to help prevent the sale and planting of highly flammable vegetation. Fire hazardous, non-native and invasive species will also be removed from public spaces as possible. Consider ordinance banning the sale of prohibited plants or requiring “fire hazardous” warning labels within San Rafael.</p>
<b>RATIONALE</b>	<p>These species are known to propagate fire at a high rate of spread and create unnecessary risks to the property owners, first responders, and community at large. The ordinance update will help reduce fire ignition, the spread of wildfire, and improve responder safety throughout the entire community by eliminating highly combustible vegetation. Establishing and maintaining citywide vegetation standards simplify education and enforcement efforts. To address aesthetics and erosion, outreach and education efforts will include information about less fire prone plants recommended as replacements.</p>
<b>CONCERNS</b>	<p>Staff time is required to proactively encourage voluntarily compliance and enforce as necessary.</p> <p>Costs to residents, businesses and City to remove and dispose of hazardous fuel loads. Cost to City to meet vegetation standards on City property. Ability to assure equitable wildfire protection with assistance programs. Need and want to replace the removed species for erosion protection, carbon sequestration, habitat, and beautification.</p>
<b>STAKEHOLDERS</b>	<p>All property owners in San Rafael, both public and private. Fire Department. Public Works. Nurseries and Landscapers.</p>
<b>TIMELINE</b>	<p>Ordinance changes will be internally drafted, reviewed and presented at public meetings in the future. Education, outreach, and assistance with vegetation removal for property owners will begin within 30 days of the ordinance adoption. Updates to City ordinances will become effective in 2021.</p>
<b>OUTCOMES</b>	<p>Voluntary compliance and enforcement results in less highly flammable fuels in San Rafael resulting in reduced likelihood of ignition and less fire spread within the immediate and</p>

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intermediate zones. The data reviewed to consider the success of implementation would include tons of vegetative debris removed, results of inspections.

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## 2. Apply vegetation management and defensible space and fire mitigation standards citywide

### **ACTION**

**Establish Citywide vegetation standards, rather than just for the Wildland Urban Interface (WUI). Additional vegetation regulations may apply to structures and roads within the WUI.**

### **WHAT THIS MEANS**

Vegetation standards, including the removal of four fire hazardous species, will apply to all structures and roadways in the City of San Rafael. Proposed ordinances will outline new citywide vegetation, building, and ground covering standards. A set of revised ordinances will establish citywide vegetation standards. The timeline for compliance will be decided at the time the City Council approves a proposed change in the ordinances. A section unique to WUI ordinances will be maintained for any unique standards. Outreach and education provides property owners with suggestions for species to plant with consideration to fire resistance, drought tolerance, and carbon sequestration. Application of vegetation standards may include considerations for building material, topography, surrounding fuel and infrastructure, or other impacts to fire behavior. An internal policy would guide the interpretation and enforcement of the ordinances. A permit process allowing homeowners to remove specific vegetation on public land to achieve defensible space for their home will be considered in coordination with City efforts to reduce hazardous fuels in open space. Guidelines will also include standards for planting, maintaining and removing invasive and fire hazardous trees.

### **RATIONALE**

Wildfires do not respect WUI boundaries, and can easily spread to urban areas, outside the WUI as painfully demonstrated in the 2017 Wine County fires. This improvement is included in the *2017 Lessons Learned* report. Uniform application of all vegetation management and fire prevention related codes and ordinances will improve wildfire resilience throughout the community. Uniform standards provide clarity and simplify enforcement. The removal of highly flammable and dense vegetation stands also promote healthy vegetation growth.

### **CONCERNS**

Public will have varying costs to meet new vegetation management standards. This requires staff training on updated Municipal Code. High cost burden for properties not currently up to the new code. High cost to obtain compliance with new code; could trigger substantial rehab/ or tax reassessment, and possible new insurance costs. Could disincentivize development. The City hillside ordinance will need to be reviewed and updated to allow new construction to alter landscaping to achieve defensible space. Replacement of removed species for erosion protection and carbon sequestration. Challenges educating property owners not residing in San Rafael of new ordinances.

<b>STAKEHOLDERS</b>	Fire Department, Building Department, residents, businesses, landowners, Marin Builders Association.
<b>TIMELINE</b>	Ordinance changes will be internally drafted, reviewed and presented at public meetings in the future. Staff aims to have updated ordinances effective in 2021. Additional changes, such as those for building materials will follow and require close collaboration with the Chief Building Official.
<b>OUTCOMES</b>	Reduces hazardous fuels and wildfire risk throughout the Immediate, Intermediate, and Extended zones. Reducing likelihood of ember storms to create new ignitions in or outside of the WUI boundaries. Community wide resilience.

### 3. Reduce ember ignitions within immediate zones to prevent structure ignitions through enhanced standards and support

**ACTION** Propose revising the municipal code Title 4 (“Fire”) to include a series of standards to be selectively applied within the immediate zone of a structure with consideration to unique construction materials, slope, aspect, surrounding vegetation, and fire risk of each property. A policy will be drafted to define the approach to the enforcement.

**WHAT THIS MEANS**

The perimeter around a structure will need to meet a set of standards designed to reduce the likelihood of embers creating spot fires and igniting structures in the immediate home ignition zone. The immediate home ignition zone is up to 5 feet from the structure as identified by the National Fire Protection Association. The timeline for compliance will be decided at the time the City Council approves a proposed change to the ordinance. There will be a phased in approach to compliance with a focused effort to incentivize willing compliance wherever possible. This phased in approach includes homeowners receiving guidance from the fire professionals during their defensible space inspection and collaboratively developing a plan together for achieving compliance. Code enforcement mechanisms will be used as a last resort. If a Fire Chief approved plan is in place to achieve compliance, enforcement mechanisms will not be used.

Individual prescriptions may be established considering unique attributes of the property, via an annual fee-based inspection and approval from the Fire Chief or their designee. Vegetation standards within five feet of a structure will consider the fire resistance of exterior construction materials (walls, windows, roof, eaves, etc.) Standards within the immediate zone will include a selection of the proposed components:

- a) All vegetation within 5 feet of structure shall be well-irrigated, maintained to eliminate any dead or dying material build-up, and trimmed to prevent contact with the structure.

- b) Hardwood trees are permitted within the zone provided they are well-irrigated, limbed five feet or one-third of the tree height and have five feet between other tree canopies.
- c) Vines and ivy shall be well-irrigated and maintained to eliminate any dead or dying material build-up.
- d) Mulch and other combustible ground covering are only permitted when no contact is made with combustible exterior walls or plants. Rocks, pavers, and similar ground cover plants are encouraged.
- e) Vegetation within five feet of a structure shall not be continuous or able to serve as a fire bridge between other vegetation and the structure.
- f) Vegetation directly under windows or encroaching within two feet of windows, may not include fire hazardous species as identified by FIREsafe Marin, National Fire Protection Association, or local Fire officials.
- g) No vegetation in the immediate home ignition zone shall make direct contact with combustible elements of a structure. Vegetation may make contact with Class A and non-combustible materials such as, but not limited to, concrete, brick, and stucco.
- h) Erosion control shall be considered.

All properties requesting an exemption from vegetation standards will be subject to an annual fee-based vegetation inspection which will consider local fire risk, slope, structure construction, and other factors.

**RATIONALE**

Through willing compliance and proactive enforcement, a series of vegetation and other fuel standards should reduce structure ignitions during an active wildfire by reducing the combustible fuel needed to develop embers into flames. Recent case studies show that urban fire conflagrations are not spreading as a wall of fire, but rather as embers starting hundreds of new fires. Reducing structural ignitability reduces property loss and creates less fuel to continue spreading the fire. This requirement accounts for embers falling from roofs and eaves onto the ground. Focusing on the “house out” concept empowers all property owners, regardless of lot size to reduce wildfire risk for themselves and their neighbors. The public’s responsibility to decrease structure ignitability and maintain defensible space is included as an area of improvement in the *2017 Lessons Learned* report.

**CONCERNS**

Initial cost to private and public property owners. Ability to enforce. Ability to notify all property owners of updated regulations.

**STAKEHOLDERS**

All property owners in San Rafael, both public and private. Fire Department. Code Enforcement. Nurseries, Landscapers.

**TIMELINE**

The requirement can be incorporated into the new citywide vegetation standards. Staff aim to have ordinances in effect in 2021, beginning education and outreach within 30 days of adoption.

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**OUTCOMES** Reduced likelihood of structure ignitions. Removal of hazardous fuel near structures.

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#### 4. Expand goat grazing for vegetation maintenance

<b>ACTION</b>	<b>Increase the use of goat grazing through cooperative relationships with contractors, FIRESafe MARIN, Marin County and other land-owning agencies.</b>
<b>WHAT THIS MEANS</b>	San Rafael currently leases goats from private industry for specific times throughout the year. The City is working to gain access to the County's new goat resources for open-space vegetation clearance. In addition, new contractors are being considered to help meet the demand and reduce per acre cost. Coordination will also occur between various public and private landowners. Staff will work with property owners to link project sites to create continuous fuel breaks and reduce transportation costs.
<b>RATIONALE</b>	Coordinated grazing reduces the costs associated with transporting the goats to new sites and creates more continuous fuel breaks. Goats are an effective way to manage reoccurring fuels, such as grasses and French Broom ( <i>genista monspessulanus</i> ). Reducing mechanical removal of fuels, such as mowers and weed eaters, also reducing carbon emissions.
<b>CONCERNS</b>	Goats and vegetation management contractors are in high demand. Goats are most cost effective on larger treatment areas. In 2018, over \$80,000 was spent on goat grazing. Moving and securing goats can be challenging. Coordinating the timing of grazing with rain, vegetation growth, and high fire danger is challenging.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, FIRESafe MARIN, Marin County Fire.
<b>TIMELINE</b>	In progress. Contracts are in place for the 2019 and 2020 fire season. Grazing is needed annually. The timing of grazing is impacted by rainfall, plant growth and seeding, and extreme fire conditions, but typically occurs between June and September each year.
<b>OUTCOMES</b>	Goat grazing serves as a low carbon emitting fuel reduction and maintenance tool throughout San Rafael.

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#### 5. Establish additional fuel interruption zones

<b>ACTION</b>	<b>Remove hazardous fuels on public land within 100 feet of structures. Strategically remove hazardous fuels within 30-50 feet of private, improved property to create fuel interruption zones. Efforts will focus on shaded fuel breaks and removal of ground and ladder fuels.</b>
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<b>WHAT THIS MEANS</b>	San Rafael, supported by the MWPA, will take on the cost and burden of clearing vegetation on San Rafael owned and maintained land that abuts structures on privately owned and developed land. Fuel interruption zones consist of low-cut grasses, removal of dead vegetation and ladder fuels, and shaded fuel breaks.
<b>RATIONALE</b>	San Rafael must do its part to reduce fuels, particularly in areas bordering other property to assure efforts of one parcel are not negated by another's. This will reduce fuels to limit fire ignition and spread in San Rafael Open Spaces and help reduce the potential for a fire to spread from undeveloped to developed land. Aligns with <i>Marin CWPP</i> transition zone strategy.
<b>CONCERNS</b>	Cooperation and coordination with other public agencies and landowners may be difficult. Costs.
<b>STAKEHOLDERS</b>	Fire, Public Works, landowners, Marin County, State Parks, MMWD
<b>TIMELINE</b>	In progress. Fuel reduction work is ongoing and can now be expanded with the passage of Measure C. New and expanded projects will be outlined and put out for bids in 2020. The timeline for each project will be impacted by environmental review, crew availability, tax revenue distribution, and desired treatments and outcomes. -
<b>OUTCOMES</b>	Reduction in hazardous fuels near structures and more pre-established fuel breaks to slow fire spread.

## 6. Improve public education regarding fire-safe landscaping and living with wildfire

<b>ACTION</b>	<b>Outreach and education efforts, including information about areas of refuge, emergency alerts, defensible space, and reducing structure ignitability will be conducted citywide.</b>
<b>WHAT THIS MEANS</b>	Additional outreach and online resources will be created to support fire smart landscaping and strategies to effectively harden homes. Outreach will target residents, nurseries, and community groups with an emphasis on gardening and landscaping. Current outreach is focused on WUI areas, but this expanded program will target all areas in San Rafael. This item includes an expansion of outreach and improved online resources, in collaboration and support of FIREsafe Marin efforts. In addition, education and outreach materials will be updated to reflect lessons learned from recent wildfires, including helping residents understand wildfire evacuations and areas of refuge. Outreach and education will provide property owners with suggested ground coverings and species of plants with consideration to fire resistance, drought tolerance, and carbon sequestration. Efforts will also include point of sale locations such as nurseries and landscapers. Property owners will also be better informed on the best ways to dispose of different vegetative debris.



<b>RATIONALE</b>	Education and outreach efforts need to be expanded to adequately reach the entire community. Residents want to maintain a beautiful community while increasing fire safety. Additional education and outreach are needed to assure residents are landscaping with wildfire risks in mind. Residents are concerned about wildfire evacuations and need to be better informed to make quick decisions. San Rafael needs to incorporate lessons learned from other devastating fires in our wildfire prevention and preparedness efforts.
<b>CONCERNS</b>	Multiple outreach strategies are needed to reach various demographics. Volunteer coordination can be time consuming and unreliable. Mailers and outreach materials may not reach property owners, but rather occupants. Need additional strategies to make property owners aware of wildfire safety, new requirements, and actions they can take or empower their renters to take.
<b>STAKEHOLDERS</b>	Fire Department, Community organizations, property owners, Open Government and Digital Services, nurseries and landscapers, FIRESafe Marin, Marin County
<b>TIMELINE</b>	Year-round education, with an emphasis in the Summer/Fall of each year will help residents be more prepared for wildfire. Outreach and education regarding updated ordinances will begin within 30 days of their adoption. Updates and lessons learned from recent wildfires will be incorporated into future community presentations.
<b>OUTCOMES</b>	Property owners, residents, and businesses will have a better understanding of how to achieve and maintain defensible landscaping, resulting in more voluntary compliance. Better community preparedness and resiliency.

## 7. Establish more Firewise communities in San Rafael

<b>ACTION</b>	<b>Conduct outreach to identify communities interested in becoming “Firewise” and support them throughout the process. Coordinate efforts with FIRESafe MARIN and NFPA.</b>
<b>WHAT THIS MEANS</b>	SRFD will dedicate time and effort to help additional communities meet “Firewise” standards, earn and maintain Firewise recognition. This will include increased education, disaster preparedness, and fuel reduction. There are currently eleven Firewise communities within the SRFD response area, with more in progress. City staff will also communicate the benefits of Firewise communities with insurance companies and support FIRESafe MARIN’s efforts. Currently, only one insurance company offers discounts for policy holders in Firewise communities.
<b>RATIONALE</b>	Firewise is a National Fire Protection Association (NFPA) program that “teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses.” The program provides valuable educational information and a roadmap to help make San Rafael neighborhoods more resilient. Reducing fire risk takes neighborhood coordination as hazardous fuels on nearby property can negatively impact a

	well mitigated property. Firewise provided a mechanism for a few motivated neighbors to help their neighborhood become more fire resistant. Increasing the number of Firewise communities is a priority of the <i>2017 Lessons Learned</i> report.
<b>CONCERNS</b>	Staff time. In 2019, only one insurance company offered discounts for policy holders in Firewise communities. Increasing insurance company support of the program will help encourage more neighborhoods to work together to achieve Firewise recognition.
<b>STAKEHOLDERS</b>	Fire Department, Homeowners Associations and Neighborhood groups, property owners, FIRESafe Marin
<b>TIMELINE</b>	In progress. In coordination with FIRESafe Marin, SFRD will continue to support existing and forming Firewise communities.
<b>OUTCOMES</b>	San Rafael will have more Firewise communities, and therefore more resilient neighborhoods.

## 8. Reduce hazardous fuels through an abatement process on privately owned unimproved lots and within 200 feet of a structure or 20 feet of roadway

<b>ACTION</b>	<b>Develop program and policy to reduce hazardous fuels through increased vegetation removal mandates and abatement on property with noncompliant and unresponsive owners. City and County ordinance and policy changes may be required.</b>
<b>WHAT THIS MEANS</b>	After establishing a vacant parcel list, parcels will be inspected and noticed if they do not comply with the updated vegetation management standards. The abatement process will also be used to enforce vegetation standards on improved lots with unresponsive owners. A public hearing will be conducted giving any property owner the opportunity to commit to compliance within a set period. If property owners do not mitigate the issue themselves, they will be fined and/or have the cost of the City clearing the hazardous fuels charged to them. A policy will be developed to guide the abatement process.
<b>RATIONALE</b>	Many privately-owned parcels do not comply with vegetation management standards and create safety risks for the entire community. Establishing a consistent notification process, timeline for compliance, and cost recovery process will help address these risks.
<b>CONCERNS</b>	Potential challenges with recouping costs of abatement. Fines will need to be substantial to encourage compliance.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, Code Enforcement, Marin County, landowners

<b>TIMELINE</b>	Program can be developed and brought to the City Council for approval within 90 days. Coordination with the County may delay this process.
<b>OUTCOMES</b>	Reduce hazardous fuels and recover associated costs from absentee and noncompliant property owners.

## 9. Effectively coordinate the removal of vegetative debris from public and private property

<b>ACTION</b>	<b>Work with Marin Sanitary Service to develop a plan to support removal of increased vegetative debris. Consider identifying a City drop off site for removed hazardous fuels. Consider utilizing a scheduled bulk pick up day for vegetation.</b>
<b>WHAT THIS MEANS</b>	Research and stakeholder input are needed to determine if a vegetation debris removal site is necessary or beneficial to helping reduce hazardous fuels. Additional discussions will help determine if a drop-off site should be always public, public on select days, or for City staff and contractors only. Other considerations include increasing green waste carts, chipper days, bulk removal days, large containers (BioBox) or a combination thereof. Responsible disposal will also take into consideration proper disposal and composting to reduce additional greenhouse gas releases. Encourage homeowners to fully utilize their green carts on a weekly basis, reducing the need for bulk removal.
<b>RATIONALE</b>	Stronger vegetation regulations will result in an increased amount of woody biomass and vegetative debris. A coordinated, multi-faceted approach will be needed to remove biomass effectively and responsibly from San Rafael. Goals will include reducing the costs associated with City sponsored chipper days, diverting woody biomass from landfills to biomass markets, and supporting property owners' fuel reduction efforts.
<b>CONCERNS</b>	Cost. Security. Assuring appropriate use of space. Large piles of vegetative debris could pose additional fire risk if not properly protected. Fuel reduction in areas around drop-off sites will be required.
<b>STAKEHOLDERS</b>	Fire Dept, Public Works, Sustainability Program, Residents, Marin Sanitary Service.
<b>TIMELINE</b>	Short and long-term recommendations will be drafted within 120 days. The timeline considers the vegetation removal requirement deadlines placed on residents. Implementation will be impacted by funding.
<b>OUTCOMES</b>	Hazardous fuel debris is removed from public and private property and diverted from landfills.

## 10. Engage Community Emergency Response Team (CERT) members, Neighborhood Response Groups (NRGs) and other volunteers in fire prevention

<b>ACTION</b>	Develop program and training to enable San Rafael CERT, NRGs and other disaster volunteer groups to support fuel reduction efforts through education, outreach, data gathering, and direct service.
<b>WHAT THIS MEANS</b>	Utilize existing volunteers and recruit additional volunteers to supplement the outreach, education, and hazard identification work of SRFD.
<b>RATIONALE</b>	San Rafael has almost 500 trained CERT members, many anxious for ways to be more involved in disaster preparedness. Training and engaging CERT and NRG volunteers will help increase public outreach and education and help inform SRFD’s vegetation inspection priorities. CERT and NRG members will utilize local knowledge and willpower while building more resiliency through education and relationship building. Volunteer hours dedicated to fuel reduction may be used as match dollars for fire grants.
<b>CONCERNS</b>	Volunteer safety and assuring the accurate distribution of information and data collection.
<b>STAKEHOLDERS</b>	Fire Department, CERT members, NRGs, Marin County CERT
<b>TIMELINE</b>	In progress. San Rafael CERT steering committee is re-engaged and looking for ways to stay involved in disaster preparedness and response during ‘blue skies. Training needs to be developed and presented by fire prevention staff. A pilot program in a limited geographic area can be rolled out within three months.
<b>OUTCOMES</b>	Increase capacity of volunteers to support mitigation efforts. Expanded reach and impact with minimal cost implications.

## 11. Reengage volunteer “Broom Pull Days”

<b>ACTION</b>	Work with the volunteer program to reestablish an ongoing volunteer program to pull invasive Scotch and French broom ( <i>Cytisus scoparius</i> and <i>Genista monspessulana</i> ) from public open space and high fire risk areas.
<b>WHAT THIS MEANS</b>	A previous program saw a great deal of success removing and eliminating French Broom in parts of San Rafael. Education and best practice materials exist and can be re-used to support a reinvigoration of this effort. City staff will be needed to support the effort and City staff may be required at the start of projects to assure work areas are clear of -debris and threats. With approval, work may include areas in the hundred-foot easement onto state owned lands to establish an effective fuel break.

<b>RATIONALE</b>	The focus of this project will be to engage community members and volunteer labor to work on eliminating French and Scotch broom from high fire risk areas of San Rafael. Volunteer programs provide a path for residents to directly reduce wildfire risks. Volunteers will help reduce the need for contractors and support maintenance in previously cleared areas.
<b>CONCERNS</b>	Safety of volunteers. Time and effort needed to coordinate project sites, registration, and volunteer safety and technique training. Potential community conflicts over project areas.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, Police Department, Sustainability and Volunteer Program Coordinator, MMWD, State Parks, Marin County
<b>TIMELINE</b>	A volunteer project can be scheduled within 60 days of having the necessary approvals, tools, safety equipment, and strategy in place.
<b>OUTCOMES</b>	Increase of 20% in citywide volunteer hours dedicated to fuel reduction and wildfire mitigation. Decrease in hazardous fuels in public/private land borders.

## 12. Review and update WUI map

<b>ACTION</b>	<b>Review and update the San Rafael WUI map for more practical application and consistency with County and other land management agencies' maps.</b>
<b>WHAT THIS MEANS</b>	SRFD will review and update the WUI map for consistency between maps and application of WUI code. The map will be simplified and updated to apply current fire behavior expectations to WUI boundaries. The initial review of the map suggests updates may remove about 500 homes from the WUI and add 2,000.
<b>RATIONALE</b>	The current San Rafael WUI map has multiple variations used by different jurisdictions and does not accurately reflect the threat posed to many areas in or near the currently defined WUI. Updating the map will improve education, vegetation management, and fire prevention efforts. Maintaining a designated WUI can help with resource prioritization, grant funding, and State code application.
<b>CONCERNS</b>	Potential insurance and code compliance changes for property owners being added or removed from the WUI.
<b>STAKEHOLDERS</b>	Fire Department, property owners, land management agencies with current San Rafael WUI maps.
<b>TIMELINE</b>	160 days will be needed for internal review and coordination with partners. The updated map will be presented to the City Council within 60 days of completion to be adopted through a resolution.

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**OUTCOMES**

San Rafael will have a consistent and logical Wildland Urban Interface map.

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### 13. Consider adoption of Public Resource Code 4290 and 4291

<b>ACTION</b>	<b>Following the adoption of the new California State Fire Code, reconsider adoption of Public Resources Code (PRC) sections 4290 and 4291, which serve as guidelines for defensible space and fuel management regulations.</b>
What this means	At a minimum, San Rafael vegetation standards will meet the state minimum outlined in PRC sections 4290 and 4291. Proposed amendments to the language will apply the standards citywide.
Rationale	Adopting PRC sections 4290 and 4291 assures San Rafael complies with State vegetation management standards and simplifies the existing San Rafael vegetation management standards. PRC sections 4290 and 4291 do not relax our existing codes. Adopting PRC sections 4290 and 4291 will also allow for immediate enforcement of PRC changes. Adopting PRCs 4290 and 4291 will support uniform application of wildfire mitigation standards.
Concerns	If PRC sections 4290 or 4291 are revised in the future in ways that are deemed detrimental to the City, additional municipal code amendments could be necessary to clarify their application in San Rafael.
Stakeholders	Fire Department, property owners
Timeline	Ordinance changes proposing to adopt PRC 4290 and 4291 would be internally drafted, reviewed and presented at public meetings in the future. Staff aims to have an initial round of draft ordinance updates ready for public and City Council input within 90 days. Enforcement would begin in 2021.
Outcomes	Reduction in dead and dying vegetation within 100 feet of all San Rafael structures. Clear fuel standards within the immediate, intermediate, and extended ignition zones.

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## 14. Develop new efforts, solutions, and resources dedicated to wildfire prevention and protection

### **ACTION**

To support hazardous fuel removal, abatement, education and outreach, inspections, and other wildfire risk reduction efforts additional efforts, resources, and solutions are needed. This item seeks to establish new partnerships, funding avenues, and revenue opportunities, including but not limited to adjustments in existing City budget, grants, taxes, fees, donations, and use of conservation corps, inmate crews, volunteers, and on-duty engine crews. Efforts will work to reduce the financial impact on individual property owners, businesses, and the City's general fund. Available funding would support work on public property and be considered for homeowner assistance programs.

### **WHAT THIS MEANS**

San Rafael is applying to numerous grant programs for funding to help reduce the fire risk. Grant funding may provide one-time funding sources to help reduce heavy fuel loading. However, grants do not provide a reoccurring funding source to address the ongoing needs associated with vegetation management. To accomplish this objective San Rafael will also seek and review project bids from non-traditional labor pools such as the Conservation Corps of the North Bay, AmeriCorps NCCC, AmeriCorps St. Louis, Cal Fire Delta crews, and County fire crews. The City is also exploring an expanded partnership with Downtown Streets Team to help with fuel reduction work that will provide community members with income and job training. Collaboration with County efforts will be considered for cost efficiency and timeliness of outcomes. Staff will continue to seek mutual beneficial partnerships to support implementation of the plan.

### **RATIONALE**

Heavy fuel loads create dangerous situations throughout the area. Aggressive strategies are needed to mitigate the current risk while implementing a long-term fuel maintenance program. Current funding and resources are not adequate to quickly reduce decades of fuel buildup. Finding additional funding sources and utilizing new crews will be necessary to address the wildfire risk in a timely manner. AmeriCorps NCCC members will be able to assist low-income, disabled, and elderly residents achieve defensible space. A program partnership with Downtown Streets Team may offer an opportunity for cost-effective fuel reduction, job training, and a reduction in individuals experiencing homelessness. Use of on-duty engine crews for inspection will be considered permitting effective emergency response times and staff health.

### **CONCERNS**

Grant applications and management of projects require substantial staff time and effort. Some grant funds may not be available within the desired timeline. Effective use of various crews will require strategic management. Grants are one-time applications and do not provide an ongoing, predictable funding source for long term strategic fuel management. Some grants require match funds, which may limit other projects. Fuel maintenance will require additional funding to prevent new fuel buildups.

<b>STAKEHOLDERS</b>	Fire Department, Public Works, Finance, property owners, businesses, Marin County, Downtown Streets Team, AmeriCorps NCCC
<b>TIMELINE</b>	In progress. Various projects, grants, and labor options are currently being explored. CAL FIRE prevention grants award notices may be issued in April with funding available in September. Hazard Mitigation Grant applications are due in April . An application and onsite visit have been completed for the City to host a National Civilian Conservation Corps (NCCC) team this Spring and Summer. Each year a final decision is expected in mid-March. If approved, crews may be available between April and July for six to twelve weeks.
<b>OUTCOMES</b>	The City will dedicate staff time to finding, applying, and managing resources to support wildfire mitigation and education in San Rafael, ideally increasing the available resources with a minimal burden to residents.

## 15. Immediately seize ignition sources at encampments and remove encampments in open space as quickly as possible.

<b>ACTION</b>	<b>Evaluate City ordinances for revision and compliance with <i>Martin v. Boise</i> regarding camping limitations and continue collaborative Homeless Emergency Action Team (HEAT) efforts to limit fire risk associated with encampment fire risk.</b>
<b>WHAT THIS MEANS</b>	Continue immediate removal of flammable items and ignition sources posing a fire threat. Continue collaborative effort and improve coordination between Police Rangers, Public Works, Fire, and vegetation contractors to remove abandoned encampments in open spaces. Evaluate City ordinances for appropriate time, place, and manner restrictions on camping in certain areas due to health and safety risks. Consider redirecting individuals experiencing homelessness to identified fire safe areas. Consider efforts to remove abandoned encampments in shorter time intervals.
<b>RATIONALE</b>	Reduce health and safety threat by eliminating flammable items and potential ignition sources in open space.
<b>CONCERNS</b>	Legal constraints related to limitations on camping enforcement and notice prior to removal of encampments. Resources required to remove and dispose of fire risks, including refuse and other abandoned items in open space areas. Encampments removed from open space may relocate to other areas.
<b>STAKEHOLDERS</b>	Fire, Police, Public Works, Homeless Planning and Outreach
<b>TIMELINE</b>	Ongoing. Continually update strategies based on new case law and best practices.



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**OUTCOMES** Reduced fire ignitions originating in open space encampments.

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## 16. Reduce likelihood of ignition in undeveloped land

### **ACTION**

Propose revision to the municipal code to remove any specific time period of fire season. Resulting in smoking being prohibited in City open space all year. Assure parking areas are clear of flash fuels (highly combustible, fine fuels such as grasses, leaves, pine needles, etc.). Work with other land-owning partners to limit smoking and ignition sources in open space. Update municipal code to close open space during red flag warnings.

### **WHAT THIS MEANS**

Updates will deconflict existing code and remove any dates associated with fire season, expanding the ability of the Fire Chief to enforce fire safety regulations to prevent a wildfire in open spaces. Smoking will be explicitly prohibited year-round within City open spaces. Currently, SRMC has some conflicting information and dates associated with smoking prohibition and fire season. In addition to updating SRMC ordinances, staff will work with other public land-owning agencies to limit smoking in public open space with wildfire risk.

### **RATIONALE**

Updates will provide increased safety, clarity, and consistency within municipal code. Reducing ignition sources helps protect the community and natural resources from a wildfire ignited in the open space.

### **CONCERNS**

Enforcement is challenging; signage is not very effective. Additional staff is needed to enforce.

### **STAKEHOLDERS**

Fire Department, Police Rangers, Public, Park and Open Space Commission, State Parks

### **TIMELINE**

An update to SRMC 19.10.060(13) will be prepared and presented for community and Councilmember input within 90 days. Enforcement will begin immediately after adoption.

### **OUTCOMES**

No smoking allowed in open space. Reduced ignition potential.

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## 17. Explore opportunities in Fire and Building Code updates to increase use of fire-resistant materials and application of CA Building Code Chapter 7A

### **ACTION**

Review updated State building and fire code and consider ordinance changes. Review and propose updates to SRMC to apply CA Fire Code

**Chapter 7A (fire resistant building material requirements) outside the WUI and to additional structures.**

**WHAT THIS MEANS**

Chapter 7A outlines the materials and construction methods to reduce potential structure ignition during a wildfire for new construction and substantial remodels (50%) within the WUI. Proposed updates to the SRMC suggest applying Chapter 7A to a broader list of improvement and all new construction, regardless of WUI proximity. Ordinance changes will require any new material construction materials used in San Rafael be fire rated. This will include new construction, remodels, and updates. By way of example, if a resident replaced a broken window, that new window will need to be a Class A fire rating. However, they will not need to replace all their windows.

**RATIONALE**

Increase compliance with known fire prevention methods, including fire resistant building materials. Include all structures to reduce likelihood of an urban fire conflagration. To reduce the impact of a wildfire, consideration for the toxicity of building materials when burned should be considered. The *2017 Lessons Learned* report calls on property owners to harden homes, including fire resistant materials.

**CONCERNS**

Potential to discourage otherwise positive improvements because of additional costs associated with Chapter 7A compliance. Potential to discourage compliance with permits and inspections for fear of additional costs to meet Chapter 7A requirements.

**STAKEHOLDERS**

Fire Department, Community Development, Marin Builders Association, property owners, Marin Association of Realtors

**TIMELINE**

Fire and Building Code adoptions occurred in concert with other agencies in late 2019.. Implementing additional codes will explore a phased approach to minimize financial impacts while progressing towards a safer San Rafael.

**OUTCOMES**

San Rafael would have more hardened homes, with a reduced risk for wildfire ignition, property damage, and loss of life.

**18. Eliminate fire hazard associated with shake and wooden roofs**

**ACTION**

**Ordinance change. Update building code to require all shake roofs be replaced in five years. Require structures with shake roofs disclose the replacement requirement at time of resale.**

**WHAT THIS MEANS**

Property owners and owners of commercial property with shake roofs will have 5 years to replace their roofs with a safer material and shake roofs will no longer be allowed in new

	<p>construction. Based on area surveys, staff believe less than 200 shake roofs, most at least 20 years old, are in San Rafael. This will effectively result in the near-complete elimination of shake roofs from San Rafael by 2025. The City will explore options for financial incentives available to those replacing roofs in the near future.</p>
<b>RATIONALE</b>	<p>This ordinance will eliminate a known threat to structures and the public, decreasing potential ignition and the rate and intensity of the spread of fire. Roof material is a critical component to a wildfire-hardened home. Removing wood roofing materials will increase safety for firefighters and first responders, as well as the neighboring community. Per the 2016 Marin County Community Wildfire Protection Plan (CWPP), “homes with a non-combustible roof and defensible space at least 30 to 60 feet around the structure have an 85-95% chance of survival”. Reducing the likelihood of ember ignition on a shake roof also protects neighboring homes from ignition.</p>
<b>CONCERNS</b>	<p>Roof replacement could be prohibitively expensive for some homeowners and businesses. An exemption for historical structures should be considered. Applicable fines for having a shake roof after the deadline will need to be substantial to encourage compliance. Implementing at time of sale may slow down process and create -increased burden on sellers and buyers.</p>
<b>STAKEHOLDERS</b>	<p>Fire Department, Community Development, Property owners, Businesses, Marin Association of Realtors</p>
<b>TIMELINE</b>	<p>The updated building code can be prepared and presented for community and City Council input within 90 days. There will be a five-year period of compliance to minimize financial hardships. Assistance programs, including hazard mitigation grants, will be considered to encourage compliance at the beginning of the implementation period.</p>
<b>OUTCOMES</b>	<p>Shake and wooden roofs and the associated fire hazard are eliminated in San Rafael by 2025.</p>

## 19. Develop comprehensive San Rafael hazardous vegetation study and mitigation measures

<b>ACTION</b>	<p><b>Consider contracting with a vendor for parcel-level vegetation mapping. Identify areas of with high risk vegetation, including unmaintained Eucalyptus groves. Incorporate findings into mitigation and vegetation maintenance plans.</b></p>
<b>WHAT THIS MEANS</b>	<p>Studies will need to be conducted to gain a better understanding of high fuel density and risk areas. Specific attention will be paid to Eucalyptus grove locations, density and nearness to structures. This data and imagery will help inform strategic vegetation management and forest health moving forward. For example, an identified high-risk Eucalyptus grove may be scheduled for pruning or thinning over the course of a few years, with ground fuel maintenance (removing leaves, dead limbs, etc.) every three to five years thereafter.</p>

<b>RATIONALE</b>	Baseline information and imagery will help establish a comprehensive fuel management strategy. Identifying high risk areas will prioritize projects and available funding. Reoccurring studies and aerial imagery will also help show trends in regrowth, successful management strategies and before and after comparisons. Break out mapping by fire agency is included in the <i>2017 Lessons Learned</i> report.
<b>CONCERNS</b>	Balancing fire mitigation, erosion control, habitats, and forest health.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, Marin County Fire
<b>TIMELINE</b>	Staff will work to develop fuel management plan for 2021.
<b>OUTCOMES</b>	Shift in fuel mitigation strategy from citizen-reported to data-driven and aerial imagery.

## 20. Complete an analysis of fire roads and strategic fuel breaks

<b>ACTION</b>	<b>Develop a plan for a survey of all San Rafael fire roads to identify areas in need of strategic surface improvements, to be used as shaded fuel breaks, and that need vegetation clearance for safe access.</b>
<b>WHAT THIS MEANS</b>	Identify high risk areas and assure the fire road surface and clearance will remain accessible. Increase fuel clearance along strategic fire roads (such as ridge lines) to create significant fuel breaks to stop or slow fire spread. These fuel breaks will include forest thinning and understory clearing to create shaded fuel breaks. Shaded fuel breaks reduce fire risk while supporting erosion control, carbon sequestration, and natural beauty. Coordination between other landowners, including private, MMWD, County, and State Parks would help assure continuity and effectiveness of efforts.
<b>RATIONALE</b>	Fire roads provide critical access for fire personnel to access and contain existing fires. Fire roads also serve as fuel breaks, means of access for fuel reduction work and enforcement in open space. Increasing fuel clearance along fire roads helps protect responders using the roads and creates existing fuel breaks to limit a fire's spread. Fire roads also serve as trails and provide recreational opportunities in open spaces.
<b>CONCERNS</b>	High costs and potential environmental impact to implement.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, public using fire roads, agencies with connecting fire roads
<b>TIMELINE</b>	In progress. Road and fuel break analysis is underway. Fire road surface maintenance is an ongoing effort. Additional focus and funds are needed to develop and implement a more strategic and effective approach. The timeline for repairing fire roads and implementing strategic fuel breaks will be dependent on funding.

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**OUTCOMES**

San Rafael fire roads will be well maintained for emergency access and serve as fuel breaks and recreational trails.

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## 21. Increase the number of hardened homes in San Rafael

**ACTION**

Outreach and education to help property owners understand the various steps they can take to harden their homes. Consider support for property owners unable to implement on their own. Suggestions range from simple vent covers to building material recommendations and be aligned with FIREsafe MARIN and Marin County Fire suggestions.

**WHAT THIS MEANS**

In coordination with NFPA recommendations and FIREsafe Marin, the City will work to better inform and support property owners attempting to harden their homes and reduce the likelihood of ignition. Methods to harden homes will range from simple vent covers to building material recommendations. Outreach and education would be aligned with FIREsafe MARIN and Marin County Fire recommendations.

**RATIONALE**

Hardening homes is as necessary a step to protect homes from wildfires as vegetation management. Hardened homes with defensible space are most likely to survive a wildfire. Hardening homes includes fire resistant building materials, and design considerations, and limiting the possibility of an ember entering the home. Per FIREsafe Marin, two out of every three homes destroyed are ignited by wind-blown embers (Maranghides and Mell 2009). Encouraging residents to take steps to harden their homes is aligned with the *2017 Lessons Learned* report.

**CONCERNS**

Efforts will target residents, but almost 50% of San Rafael residents are renters. Additional efforts to encourage landlords to protect their investments will be needed.

**STAKEHOLDERS**

Fire Department, Property Owners, Fire Safe Marin, Marin County Fire, Code Enforcement

**TIMELINE**

Existing outreach and education materials will continue to be used. Increased public outreach, expos, and support for homeowners will depend on staff and funding levels.

**OUTCOMES**

Fewer structures in San Rafael will be susceptible to wildfire ignition

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## 22. Improve development and implementation of Vegetation Management Plans (VMPs) and create new Resilient Landscape Templates (RLT)s.

<b><i>ACTION</i></b>	Create Resilient Landscape Templates that offer suggestions for homeowners to achieve beautiful, fire resistant, drought tolerant, and carbon sequestering landscaping. Align VMP process with plan objectives and County VMP updates. Information will include information on fire resistant, drought resistant and carbon sequestering native plants.
<b><i>WHAT THIS MEANS</i></b>	<p>SRFD will consider updating the VMP and inspection process. This will include more streamlined and automated forms and review process. The VMPs will be reviewed for areas of improvement and consistency with County and other jurisdictions plans.</p> <p>The City will consider establishing new Resilient Landscape Templates (RLT) designed for property owners rather than landscape architects. The RLTs will help property owners understand what species to remove and avoid and which to maintain and plant. VMPs and RLTs will serve as a resource for reoccurring seasonal work and enforcement with minimal maintenance effort.</p>
<b><i>RATIONALE</i></b>	RLTs will serve as a resource to help residents achieve beautiful and less fire prone landscaping. An improved and more accessible VMP process will focus on new construction, remodels, and commercial space. Less fire prone landscaping will help keep the whole community safe by reducing the chances of ignition and fire spread. An improved system will be necessary to support the additional VMPs submitted because of ordinance changes.
<b><i>CONCERNS</i></b>	Developing a comprehensive, but simple system will be a challenge and require input from multiple stakeholders and staff.
<b><i>STAKEHOLDERS</i></b>	Fire Department, Code Enforcement, Property Owners, Digital Services and Open Government, Marin County, FIRESafe Marin
<b><i>TIMELINE</i></b>	Updates to streamline and coordinate the VMP template with the County can begin with additional staffing. The creation of San Rafael RLTs will build off templates from other jurisdictions but require additional staff time and resources to complete.
<b><i>OUTCOMES</i></b>	Property owners have resources to more easily comply with updated wildfire mitigation efforts while maintaining beauty and environmental consciousness.

23. Increase the number of completed vegetation and fire mitigation inspections in San Rafael and provide property owners with RLTs.

**ACTION** Complete vegetation and fire mitigation inspections for those requesting variations or exemptions to vegetation and building code standards. Annual inspections will be used to assure properties not in full compliance with vegetation and home hardening standards maintain a safe environment.

**WHAT THIS MEANS** Additional opportunities to have residents, landscapers and property owners complete a vegetation and fire mitigation inspection will be explored. The City will develop a new RLT process to help property owners achieve beautiful, sustainable, and fire defensible space. An annual fee-based inspection will be required for any property requesting an exemption from vegetation standards. VMPs will still be required under existing ordinances. Property owners completing the work outlined in the inspection, VMP or RLTs may receive City support for vegetation removal, such as participation in ‘free chipper’ days.

**RATIONALE** Increasing inspections and establishing RLTs will help reduce and remove fuels. RLTs help property owners understand how landscaping choices impact the threat of wildfire. Expanded submission requirements will help the City educate and support more property owners. Increasing the number of inspections and RLTs required will increase public education and provide property owners with a path towards more beautiful, less fire prone, drought resistant, and carbon sequestering landscaping. Residents will have an increased opportunity to meet with a fire mitigation expert and better understand steps they can take to reduce wildfire risk.

**CONCERNS** The current inspection process will be streamlined to accommodate an increase in number of required inspections while minimizing impact to property owners. Staff effort will be required to create new RLTs to help property owners adjust their landscape. Staff time to complete, document, track, and follow up on inspections and any potential violations or enforcement actions.

**STAKEHOLDERS** SRFD, Community Development, Homeowners and Property Management companies

**TIMELINE** Inspection related ordinance changes will be incorporated into fire and building code updates late in 2019. Development of RLT’s can begin with availability of staff and resources. Update to vegetation standards will be reflected on the updated templates.

**OUTCOMES** Additional inspections and new RLTs will be submitted from contractors, residents, and property owners. Additional opportunities for outreach, education, and vegetation inspections.

## 24. Improve the public’s fire risk awareness with sign improvements and installation

<b>ACTION</b>	<b>Install new and improve existing signage at all open space access areas and along roads in high fire-risk areas.</b>
<b>WHAT THIS MEANS</b>	Signs will be installed across City open space explaining fire danger and risks associated with being in the open space. New signage will be installed in areas of high fire risk to help keep public alert and avoid risky fire behavior. Staff will need to survey all open space access points, and high fire risk areas to determine sign needs. Signs will be consistent and use images to better convey messages regardless of English literacy level. Consider clam shell signs that can be opened during fire season to avoid sign blight.
<b>RATIONALE</b>	Educate public and visitors. Support increased enforcement. Provide consistent messaging. Improve aesthetics and readability of signs.
<b>CONCERNS</b>	Aesthetic concerns of signs in natural areas. Potential to create culture of fear.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, Police Rangers, residents
<b>TIMELINE</b>	Survey work can be completed within 90 days. With funding, message and signs can be developed within 90 days, with installation to occur shortly thereafter. If funding is available, the project could be completed before the peak 2021 fire season. If utilizing grant funding, the project may be delayed, but could be completed before May of 2021.
<b>OUTCOMES</b>	Reduction in fire risky behavior by public due to increased awareness of wildfire risk.

## 25. Reduce fire risk and keep visitors using short-term rentals safe

<b>ACTION</b>	<b>Ordinance change. Develop guidance for short-term rental units to reduce the risk posed by and to visitors. Require all short-term rental units to post emergency procedures, information on signing up for emergency alerts, and fire safety information. All short-term rentals would be required to have an annual fee-based inspection and correct any code violations.</b>
<b>WHAT THIS MEANS</b>	Efforts to better inform visitors of wildfire risk will be incorporated into interactions with short-term rental units. Visitors, potentially unfamiliar with the area or wildfire risk, will be informed about the emergency procedures and can register for emergency alerts during their stay. Outreach should be conducted with all short-term rentals, to improve property owner and renter wildfire awareness and general safety. Direct outreach to VRBO, AirBnB and similar companies will be considered.



<b>RATIONALE</b>	Short-term rentals represent a unique fire risk for a variety of reasons. Those using short-term rentals may be from out of the area and unfamiliar with wildfire risk and safety procedures. The information helps assure the safety of visitors and provide important fire prevention information to visitors unfamiliar with wildfire risks and necessary ignition precautions. Requiring an annual fee-based inspection will help assure the property is safe, unlikely to ignite from a careless visitor, and support enforcement of vegetation standards for property owners.
<b>CONCERNS</b>	Increased cost of compliance could reduce the number of short-term rentals. Potential for increased cost of permit processing and code enforcement.
<b>STAKEHOLDERS</b>	Fire Department, Code Enforcement, property owners renting space, visitors
<b>TIMELINE</b>	In Progress in coordination with Community Development.
<b>OUTCOMES</b>	Incorporate fire safety, disaster preparedness, and emergency notification information into any regulations or guidance provided to short-term rentals

## 26. Hire additional staff dedicated to vegetation management and disaster mitigation

<b>ACTION</b>	<b>Convert the existing part-time employee to full-time, fixed-term. Hire three additional seasonal employees to support inspections, project management, and public education in the summer of 2020 and spring of 2021.</b>
<b>WHAT THIS MEANS</b>	Increased staff levels will allow for a more strategic approach to vegetation management and fire mitigation while staff continues to offer inspections. There are currently 1.5 Vegetation management specialists.
<b>RATIONALE</b>	Additional staff is needed to meet the demand for strategic fuel removal, fire road improvements, increased outreach/education, increased number of VMPs and RLTs, and vegetation inspections. Ongoing maintenance will potentially require less seasonal staffing to assure parcels and public space remain free of hazardous fuel loads. Additional full-time, fixed term staff can also help support volunteer efforts in open space, following Novato model..
<b>CONCERNS</b>	Funding the position may require voters to approve additional revenue stream(s), which likely will mean FY 2020 at earliest. Fixed-term and seasonal positions result in higher rates of turnover.
<b>STAKEHOLDERS</b>	Fire Department, residents, businesses, public, DPW

<b>TIMELINE</b>	With the support of the MWPA, temporary staff have been hired. Additional planning and recruitment will begin in late 2020 to hire year-round staff.
<b>OUTCOMES</b>	Increased inspections, enforcement, fuel reduction project coordination, and customized vegetation plans. Additional staff support for communities working on Firewise designation and chipper days.

## 27. Increase Police Ranger staffing

<b>ACTION</b>	Provide for one full-time fixed-term police Ranger in addition to the two part-time police rangers currently employed to patrol open spaces.
<b>WHAT THIS MEANS</b>	Increased ranger capability will allow for year-round open-space patrolling for fire hazards and code violations in open spaces. Law Enforcement will continue coordination with City- and County-wide efforts. Additional funding should be allocated to SRPD to support additional evacuation drills, which was identified as an important area of improvement in the 2017 Lessons Learned report.
<b>RATIONALE</b>	A full-time ranger will allow for increased patrols, more active enforcement of code violations, a more dynamic reduction in potential ignition sources in open spaces, and the ability to support evacuation planning.
<b>CONCERNS</b>	Legal constraints may impact code enforcement and policy development. Recruitment and retention.
<b>STAKEHOLDERS</b>	Police Department, Public Works
<b>TIMELINE</b>	With the support of MWPA funding, 1.5 Rangers are in place. Additional efforts will be considered for additional staff.
<b>OUTCOMES</b>	Increased law enforcement presence and enforcement of open space regulations. Additional staff time available to support evacuation drills.

# Notifications and Evacuation

## 28.Reduce hazardous fuels along roadways

<b>ACTION</b>	Develop a policy to clearly direct the enforcement of current State regulations and SRMC relating to vegetation clearance along public roadways. Updates to SRMC may also be needed to update, clarify and uniformly apply standards.
<b>WHAT THIS MEANS</b>	Stronger and more consistent enforcement and abatement of vegetation along roadways with a focus on pre-identified primary and secondary evacuation routes. Consideration will be given to shade and maintaining San Rafael as a “Tree City USA”. Fuel removal will target continuous fuels between the ground and canopy and dead and dying vegetation. Healthy hardwood and native trees will generally be excluded from these efforts. Highly flammable shrubs near roadways may require removal. Removal efforts will include education for residents about the various areas of responsibilities and public right of ways.
<b>RATIONALE</b>	Reduces the risk of fire ignition along roadways. Improves potential evacuation routes by limiting the fire fuel along roadways. Creates additional fuel breaks to stop and slow the spread of wildfire. Increased responder safety through improved visibility and decreased roadside fuel. Removing continuous fuels from along roadways will reduce potential fire tunnels and fire spreading from the ground into the canopy.
<b>CONCERNS</b>	Residents may be resistant to removing vegetation along roadways serving as a privacy fence for their property. Disposal of large amounts of woody biomass.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, property owners
<b>TIMELINE</b>	A policy clarifying implementation of existing standards can be drafted within 60 days. Enforcement can begin immediately. Fall and Winter are slower times for vegetation inspections, allowing for a concentrated effort relating to clearance along roadways. Community support, including chipper days, cannot begin until additional funding is secured. Additional evaluation is needed to determine what, if any, SRMC changes may be needed.
<b>OUTCOMES</b>	San Rafael will have safe evacuation routes and less changes of roadside ignitions.

## 29. Establish a residential hillside “parking box” program

<b><i>ACTION</i></b>	<p>Establish a residential hillside “parking box” program on narrow roadways in hillside areas. Parking will only be permitted in “boxed” areas which are established in areas that allow emergency vehicles safe access and public safe egress. Install sign clearly explaining the parking restrictions for residents and visitors.</p>
<b><i>WHAT THIS MEANS</i></b>	<p>An ordinance change will establish the parking box program and require that in designated areas, street parking will only be permitted in designated parking boxes. A fire engine will drive through high problem areas to determine where street parking can safely be designated. DPW will then mark the parking boxes, and enforcement will occur via parking tickets and/or towing. Parking will only be permitted on roadways with a clear space of 10’ for access and a parking area that is a minimum of 8’ wide by 15’ in length. In designated areas, the parking box ordinance will replace the six feet from center parking ordinance. Ways to support property owners attempting to build off-street parking pads in the impacted areas will be considered, such as waived permit fees or exemptions. Parking for open space will also be reviewed to assure parking areas are adequately defined to assure emergency access and egress.</p>
<b><i>RATIONALE</i></b>	<p>SRMC section 5.40.080 currently prohibits parking on narrow streets unless six (6) feet from center is maintained unobstructed. This standard is confusing, hard to enforce, and does not guarantee fire engines and other large vehicles can safely access all areas of San Rafael. The “parking box” concept is easy to observe and understand for both residents and visitors. The program will assure emergency traffic can respond to daily calls for assistance and in a large-scale emergency. The easy to understand system will also make enforcement, particularly on red flag days, easier.</p>
<b><i>CONCERNS</i></b>	<p>Loss of parking spaces in impacted areas. Traffic congestion during implementation.</p>
<b><i>STAKEHOLDERS</i></b>	<p>Fire Department, Public Works, Parking Enforcement, Residents</p>
<b><i>TIMELINE</i></b>	<p>Within 180 days, a draft ordinance and proposed pilot project will be developed. Implementation would be dependent on funds, staff, and project prioritization. Implementation will include extensive resident outreach, and the community presentations.</p>
<b><i>OUTCOMES</i></b>	<p>Narrow roads in San Rafael will have clearly defined safe parking areas, allowing for emergency vehicle access and public evacuation.</p>

### 30. Improve public emergency alerting capabilities and policies

<b>ACTION</b>	<b>In coordination with Marin County, develop a proactive policy for the use of Wireless Emergency Alerts (WEA) during emerging situations. Establish templates that clearly communicate risk, requested action, and sources for follow-up information. Enhance internal capabilities.</b>
<b>WHAT THIS MEANS</b>	<p>Currently, the City of San Rafael relies on Marin County for non-opt-in messaging. The City's internal ability to message is limited to SRPD's Nixle subscription, which only reaches those who opt-in for messaging. This item has two interacting parts; 1) a clear policy for when and how San Rafael can request the County to issue emergency alerts on its behalf and; 2) Staff's recommendation to upgrade the internal ability to send messages that do not require users to opt-in. In both situations, policies, templates, and coordination will be needed.</p> <p>Considerations will also be given to other alerting methods including NOAA weather radios, sirens, or coordinated community efforts. Sirens may be considered to alert residents in open space of an active threat. Sirens are not designed to be heard indoors and therefore will not be considered for citywide implementation as a primary alerting tool. Plans and policies will be developed to better inform the public of red flag and high fire risk days and any associated access changes, such as closures of open space. Plans will also improve coordination between alerting authorities and all news providers, including TV, Radio, and print. Expansion of Neighborhood Response Groups will strengthen connections and peer-to-peer communication.</p>
<b>RATIONALE</b>	<p>Assure policy and templates in place empower WEA message to be sent if threat exists. Reduce the likelihood that a message will be delayed or won't be sent. Reduce risk of loss of life. WEA messaging was NOT issued during the North Bay fires of 2017 or the Butte County Camp Fire in 2018. Internally the City needs to improve its messaging capabilities, including access, training, and policies, to assure communication with residents in times of crisis. While broad-based alerting tools, such as sirens or coordinated church bell rings can be considered, it is imperative that each individual register for alerts and have a local alerting redundancy, such as a weather radio. Improvements to emergency notifications and Red Flag warnings is a consistent theme in the <i>2017 Lessons Learned</i> report. Senate Bill 833 and Assembly Bill 1877 established new alert, warning, and planning requirements for State, county, and local officials.</p>
<b>CONCERNS</b>	<p>Over-messaging can reduce the impact of an essential message. Incomplete or inaccurate messaging may cause panic or undue traffic congestion during evacuation. Messaging may overreach to nonimpacted areas. Coordination between County and City alerting authorities is necessary. Develop plan and strategies to meet the needs of those with Access and Functional Needs (AFN) to include mobility limitations and communication or language barriers.</p>
<b>STAKEHOLDERS</b>	County OES, MCSO, SROES, SRPD, SRFD, Residents

<b>TIMELINE</b>	In progress. A streamlined policy will rely on agreement from Marin County Sheriff's Office. Updating the Nixle subscription can be done within days of an identified funding source. Ongoing public outreach to encourage residents to opt-in to alerting systems.
<b>OUTCOMES</b>	San Rafael has ability to message all residents in the event of an emergency.

### 31. Increase capability for early fire warnings and detection

<b>ACTION</b>	<b>Increase San Rafael's access and control to partner technology, including cameras with heat detection and micro-weather stations. Install two additional cameras to cover the highest fire risk areas in San Rafael. Assure detected wildfires are promptly reported to the National Weather Service to promote weather radio announcements.</b>
<b>WHAT THIS MEANS</b>	PG&E has and continues to install cameras and micro-weather stations to monitor fire and fire weather conditions. Only a limited number of County Fire employees can currently control the view on the cameras. The live stream of the existing cameras is publicly available at <a href="http://www.alertwildfire.org/northbay/">http://www.alertwildfire.org/northbay/</a> . To increase the camera coverage of San Rafael, new cameras may be installed on San Rafael Hill and San Pedro Ridge. San Rafael Fire staff could have direct control of the view and zoom of these additional cameras.
<b>RATIONALE</b>	Cameras will allow for increased ability to monitor open space, which in turn could mean early wildfire identification and response, increased knowledge of weather conditions impacting fire spread, and increased firefighter safety. The ability to directly control cameras monitoring San Rafael increases internal capabilities and reduces the delay and reliance on third parties.
<b>CONCERNS</b>	Access to monitoring technology is determined through partnerships. Ownership and space on existing towers impact possible installation locations.
<b>STAKEHOLDERS</b>	PG&E, Fire Department, Marin County Fire
<b>TIMELINE</b>	Discussions to install new cameras and/or gain further access to existing camera are ongoing. Installation of new cameras would require funding and an agreement with the site owners in the desired locations. Improved coordination with wildfire monitoring partners and new technology would be in place in the Summer of 2019.
<b>OUTCOMES</b>	San Rafael has direct access to early warning technology and improved response times.

### 32. Review and expand evacuation plans, incorporating areas of refuge, and support neighborhood evacuation drills.

<b>ACTION</b>	Review Countywide evacuation plans and expand existing plans to address San Rafael’s unique needs, neighborhoods and resources, including possible water evacuations.
<b>WHAT THIS MEANS</b>	Additional evacuation planning will establish additional redundancies and potentially reduce the burden on a single egress artery during an emergency. These efforts will consider evacuating to areas of refuge during a fast-moving wildfire. Maps of evacuation routes and potential safe areas will be shared with residents. Expanded plans will better address the unique needs of the AFN community, to include limited mobility, communication and language limitations, and transportation independence. Coordination with Waze, Google Maps, and other GPS providers will be considered. City resources, including the Fire Department, Police Department, and OES will help neighborhoods develop individuated evacuation plans and support community organized evacuation drills.
<b>RATIONALE</b>	San Rafael has multiple areas with limited egress options, due to water, open space and narrow roads. San Rafael should review alternate options for evacuation, including establishing agreements with Golden Gate Transit and Dutra to support a water evacuation. Providing residents with more detailed information about existing and expanded evacuation plans would allow residents to be better informed and prepared.
<b>CONCERNS</b>	Evacuations are dynamic and situation dependent, making comprehensive planning ineffective. Efforts may create false sense of security or avoidance of individual planning.
<b>STAKEHOLDERS</b>	Fire Department, Police Department, Golden Gate Transit, Dutra, Marin County, Residents
<b>TIMELINE</b>	Planning efforts are ongoing and community focused mapping is underway. Water evacuation planning can be established with collaboration from partners. Updated evacuation plans will be incorporated into the City Emergency Operations Plan (EOP).
<b>OUTCOMES</b>	Improved public awareness of evacuation routes and areas of refuge.

### 33. Assure safe and resilient critical infrastructure

<b>ACTION</b>	In partnership with utility providers, determine best method(s) to reduce fuels around critical infrastructure such as power poles, power lines, and other combustible infrastructure. Work to remove fuels from roadways and primary escape routes. Work with all utility providers to assure they are protecting their infrastructure from wildfires and have redundancies in place to reduce gaps in service delivery.
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<b>WHAT THIS MEANS</b>	The City will initiate an effort to identify the best approaches to vegetation management activities around critical infrastructure. This will include coordination with PG&E and Marin Municipal Water District (MMWD). Potential ordinance changes will be evaluated. Efforts will focus on reducing likelihood of damage to infrastructure, assuring access to infrastructure, and reducing likelihood of infrastructure contributing to a wildfire. Education and outreach efforts will help inform residents of the process to maintain vegetation near the power lines that connect their homes to the utility poles.
<b>RATIONALE</b>	Reduce the risk of fire ignition and protect critical infrastructure from fire. Share burden of protecting infrastructure with property owners and utility providers. Reduce the likelihood and impacts of utility outages and road closures during a disaster.
<b>CONCERNS</b>	Property owner confusion regarding the responsibility of maintaining clearance around the service lines from the pole to the structure. Esthetics of vegetation and tree trimming and removal. Difficult to determine which homeowner is responsible for the cost of tree trimming. Jurisdictional issues may create challenges.
<b>STAKEHOLDERS</b>	Fire Department, Public Works, Community Development, property owners, PG&E
<b>TIMELINE</b>	In Progress. Guidelines for fuel reduction around critical infrastructure are being established and coordinated with utilities. Outreach and education can begin within 30 days of policy being finalized, dependent on staff time. Programs to support residents will be dependent on securing additional funding.
<b>OUTCOMES</b>	San Rafael critical infrastructure will be better protected and less likely to contribute to a wildfire.

### 34. Assure that appropriate staff can send and receive emergency alerts

<b>ACTION</b>	<b>Establish schedule to assure that all appropriate San Rafael staff members routinely issue Everbridge test messages. Maintain current database of all staff contact information to assure communication with staff during an emergency.</b>
<b>WHAT THIS MEANS</b>	Staff with Everbridge/alerting capability will be required to send test messages at least quarterly to assure access and proficiency. Staff will have templates and training materials to help develop proficiency. Citywide effort is needed to assure correct cell phone numbers are on file and can be used to reach City staff in an emergency. Routine message tests will help maintain an accurate database. Tools include Everbridge (managed by Marin County OES) and upgraded Nixle.



<b>RATIONALE</b>	All staff with the authority to issue alerts must be able to log in and navigate the system to send time-sensitive information. A centralized system to communicate with staff in an emergency is necessary to confirm staff safety and communicate closures and requested actions.
<b>CONCERNS</b>	Potential to issue test messages broadly. Lack of participation. Ongoing database management is time consuming.
<b>STAKEHOLDERS</b>	San Rafael Staff with emergency alert capabilities (about 10 people), Department Directors, Human Resources, All City staff
<b>TIMELINE</b>	A 'how to' guide is already created. Once City management agrees to the value of the tests, a routine test schedule can be developed and implemented. Maintaining an accurate alerting database is an ongoing process that will require an established process. Tests in Nixle are dependent on system update.
<b>OUTCOMES</b>	Designated City staff will be confident in their ability to internally message during an emergency. All staff will be able to receive messages in an emergency.

### 35. Assure that City staff can communicate during an emergency

<b>ACTION</b>	<b>Determine and implement the best method to assure City staff with assigned emergency response duties can use cell phones and landlines. This will require a combination of Wireless Priority Service (WPS), First Net, and Government Emergency Telecommunications Service (GETS).</b>
<b>WHAT THIS MEANS</b>	Complete a cost-benefit analysis of using WPS, Verizon First Responder, and GETS options. Register all Fire, PD, DPW field staff, building inspectors, and EOC staff with WPS and/or Verizon priority accounts. A policy for personal cell phones registered on the system will need to be established.
<b>RATIONALE</b>	The ability to communicate via cell phone after a disaster is negatively impacted by infrastructure damage and peak usage. There are tools available to help cell phone providers prioritize responder traffic. Acting now will limit the impact on communications during an emergency.
<b>CONCERNS</b>	Staff time to implement. Data management and maintenance of multiple tools.
<b>STAKEHOLDERS</b>	Impacted agency staff, Digital Services and Open Government
<b>TIMELINE</b>	WPS access can be requested immediately with cell phone account information. More research is needed to understand the new Verizon responder accounts and potential costs.

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GETS access can be requested immediately after determining additional needs. Usage policy can be developed within 120 days.

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**OUTCOMES** City staff will have redundant and prioritized methods for communication in an emergency

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### 36. Assure that residents can evacuate through garage doors if power is out

**ACTION** Develop program to encourage the implementation of garage door battery backup systems. Consider cost share programs with low- income individuals.

**WHAT THIS MEANS** San Rafael Code Enforcement will need to start enforcing updated safety requirements for automatic garage doors. San Rafael Fire will begin incorporating garage door functionality into evacuation and wildfire preparedness material. San Rafael could consider applying this standard to rental properties and/or encouraging battery back-up installation on legacy garage doors. The City may consider a retroactive requirement or other method to increase back-up battery systems.

**RATIONALE** Power failures, impacting the functionality of automatic garage doors, can make evacuation by car impossible during an emergency. Effective, July 1, 2019, Senate Bill 969 requires all new and replacement automatic garage doors to have a backup battery or other means that assures the garage door can open in the event of a power failure. The new law does not have a retroactive requirement. Public education is necessary to alert people of the risk and relatively low-cost solutions available, as not everyone has the physical ability to open a garage door manually. Garage door failure was noted in the *2017 Lessons Learned* report.

**CONCERNS** The update to Health & Safety Code Section 19891 and addition to Section 19892 do not retroactively apply or protect people with existing garages. Outreach can help inform, but not require adherence to stronger safety requirements. Assure outreach addresses the needs of those with Access and Functional needs, including limited mobility.

**STAKEHOLDERS** Fire Department, Code Enforcement, Property owners.

**TIMELINE** The Senate Bill requires that garage door installations and replacements on or after July 1, 2019 meet the new requirements. Education and outreach about this new requirement should begin immediately.

**OUTCOMES** Increased community awareness and implementation of garage door backup batteries or other means assuring evacuation is possible in a power outage.

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**37. Prevent potential entrapments by requiring 2 gates in any fence in designated areas, including “flagpole” style lots**

<b>ACTION</b>	<b>Ordinance change. Update building code to require new and replacement fences have two gates. Existing fences within designated single-lane access parcels must install 2 gates.</b>
<b>What this means</b>	Designated parcels will be required to have more than one means and direction of egress in the event of a wildfire or other emergency. Fences over a designated height would be required to have two gates installed, accessing different cardinal directions. This will include new fences and replaced fences. Staff will consider programs to help low-income residents install an additional gate in areas with limited egress.
<b>Rationale</b>	This will help assure that multiple escape routes exist in the most vulnerable areas and provide ease of access for firefighters.
<b>Concerns</b>	Cost burden for property owners not currently up to the new code. Enforcement.
<b>Stakeholders</b>	Fire Department, Code Enforcement, property owners
<b>Timeline</b>	An updated ordinance, incorporating stakeholder input, can be brought to City Council within 160 days. Updates may be incorporated into planned code updates.
<b>Outcomes</b>	Fenced properties will have additional means of egress, benefiting them, and potential neighbors during an evacuation.

**38. Maintain and expand coordination of wildfire prevention and response planning with Marin County, other Marin jurisdictions, Marin County Fire, Marin Wildfire Prevention Authority, FIRESafe MARIN, and neighboring landowning partners.**

<b>ACTION</b>	<b>Continue and expand the collaborative work throughout Marin County to address the risk of wildfire. Review and consider any wildfire mitigation plan proposed by Marin County, Marin Wildfire Prevention Authority and other land-managing neighbors. Assure prevention efforts address needs of unincorporated areas.</b>
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<b>WHAT THIS MEANS</b>	Coordinate mitigation work, and fire road repairs in bordering areas and both within and across the 5 established MWPA zones within the County. Explore opportunities for collaboration that provide benefits of scale and efficiency. Any future guidance or regulations brought forth by the County will be reviewed and considered for local adoption. Coordinate countywide fire and building code updates with County and other cities and towns.
<b>RATIONALE</b>	Wildfire and disaster do not respect jurisdictional boundaries. A fire starting in one jurisdiction can spread and impact many others. Continuing and expanding current collaboration will help assure efforts are as effective as possible. Similar fire and building ordinances will help simplify outreach and education while allowing for unique local adjustments. When practical, sharing resources may reduce costs through economies of scale.
<b>CONCERNS</b>	Challenges of consensus building. Speed of implementation. Impact on direct local control, responsibility and accountability.
<b>STAKEHOLDERS</b>	San Rafael Fire Department, Marin County, Marin County Fire, MWPA, FIRESafe MARIN, SRAs and CSAs
<b>TIMELINE</b>	Ongoing. Updates to fire and building codes would be in effect in 2021.
<b>OUTCOMES</b>	Provide effective wildfire mitigation to San Rafael. Benefit from economy of scale and collaboration and the use of Measure C funding allocations for agency specific, defensible space and/or core allocations.

**RESOLUTION NO.**

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL  
ACCEPTING THE CITY OF SAN RAFAEL'S FINAL WILDFIRE PREVENTION AND  
PROTECTION ACTION PLAN**

**WHEREAS**, the risk of wildfire in Northern California, Marin County and the City of San Rafael is apparent and remains an ongoing concern to community members, City leaders and Fire Department personnel, and

**WHEREAS**, the established purpose for and implementation of the City of San Rafael's Wildfire Prevention and Protection Action Plan was developed at the direction of City Council; and

**WHEREAS**, the voters in Marin County have passed Measure C which established the joint powers authority known as the Marin Wildfire Prevention Authority, which directly supports the projects and programs that involve community outreach and education; create defensible space; improve evacuation routes and corridors; and provide for effective emergency warning and notification systems; and

**WHEREAS**, the San Rafael community input was a key component of the final Wildfire Prevention and Protection Action Plan, and that input combined with City and Fire Department leadership focus has resulted in 38 Objectives (action items) that are intended to reduce risk to the community and ensure the city of San Rafael is a more resilient city; and

**WHEREAS**, the Wildfire Prevention and Protection Action Plan is intended to protect human and animal life, minimize property and environmental damage, including forests, watersheds, endangered species, through environmentally sound practices; and

**WHEREAS**, there is a global pandemic that threatens the ability to safely mitigate the hazards and risks associated with conducting vegetation management programs using human capital, any further delay on implementation of the Wildfire Prevention and Protection Action Plan could thwart or impede the efforts of community members/volunteers, contractors and/or first responders;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Rafael hereby accepts the final Wildfire Prevention and Protection Action Plan included in the staff report for this Resolution.

**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 Council of said City on Monday, the 3rd day of August 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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**LINDSAY LARA, City Clerk**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Digital Service & Open Government**

**Prepared by: Rebecca Woodbury, Director**

**City Manager Approval:** \_\_\_\_\_

**TOPIC: CANAL WI-FI NETWORK**

**SUBJECT: UPDATE ABOUT THE CANAL WI-FI NETWORK PROJECT**

**RECOMMENDATION:** Accept informational report.

**BACKGROUND:** Access to the internet is necessary for so many facets of a community including getting news and information, participating in civic life, applying for jobs or unemployment, access to education, and more. Residents in San Rafael do not have equal access to the internet and computers at home. The COVID-19 pandemic has exacerbated digital equity issues as the shelter-in-place orders have led to remote learning, high levels of unemployment, and a reliance on digital civic engagement methods.

When schools moved to an online learning model, an immediate need arose to better connect students to the internet and provide them with laptops. The City started working with the County of Marin, San Rafael City Schools, and Canal Alliance on a multi-pronged approach to the problem. This included providing families with personal hotspots, promoting low-cost/free home internet programs, and providing Chromebooks to students.

Thanks to several community volunteers and this collaborative effort, we started working to create a public Wi-Fi network in the Canal neighborhood, where we determined there was the greatest, concentrated need. [On May 4, 2020](#), City staff presented an informational report to the City Council on this project, as well as, the other efforts underway.

**DISCUSSION:** Since the last update to the City Council in May, the project has raised \$335,000 from the following sources:

- County of Marin: \$75,000
- Marin Community Foundation: \$125,000
- Pincus Family Foundation: \$125,000
- Private donation: \$10,000 (Leighton Hills)

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**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

In addition to these monetary donations, DC Electric Group, Inc. is providing equipment installation services pro bono. Community volunteers from MarinIT and Cisco are providing network design services pro bono as well. The County of Marin was able to secure a grant that provided additional equipment, allowing further enhancement of the network.

Equipment installation has begun; however, there have been some delays in getting circuits ordered and installed. By August 20 (the first day of school for San Rafael City Schools), the first phase of equipment installation is expected to be complete. The technical team will continue to enable new locations as fast as the carriers can provide service.

We created a website where people accessing the network will land once they agree to the network terms and conditions: [www.canal-wifi.com](http://www.canal-wifi.com). We are also working with San Rafael City Schools to configure all the Chromebooks they are providing so the devices will automatically connect to the network. To prioritize online learning, students using the network will get increased bandwidth, while other users will experience toggled speed.

Over the next couple of weeks, we will be working on promotional videos and other outreach materials to get the word out about the Wi-Fi network. We will also continue to work closely with community partners on other efforts to address digital equity issues in our community, including:

- Additional distribution of hotspots and laptops
- Further information about and assistance with signing up for low-cost internet programs, such as Comcast Internet Essentials
- Digital literacy and cultural competency training for educators

**COMMUNITY OUTREACH:** We have been working with several community-based organizations and volunteers on this project. In June, the City worked with Canal Alliance and San Rafael City Schools to conduct a survey about internet access needs. The survey received over 1500 responses, with 849 of respondents reporting living in the Canal neighborhood (see attachment). Our major findings include:

- 42% of survey respondents in the Canal said their internet was not fast enough to watch a video without it buffering or load a website in 10 seconds
- 57% of survey respondents in the Canal said they do not own a computer at home
- 44% of survey respondents in the Canal said it was difficult to connect to the internet
- 61% of survey respondents in the Canal reported having a wired internet connection in their home

In the coming weeks, we will be working closely with Canal Alliance and other project partners to promote this project in the neighborhood through videos, social media, text messages, and signage.

**FISCAL IMPACT:** There is no fiscal impact to the City at this time.

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

1. Accept report.
2. Direct staff to return with more information.
3. Take no action.

**RECOMMENDED ACTION:** Accept report.

**ATTACHMENT:** Internet Access Survey Data

# ADDRESSING DIGITAL EQUITY IN SAN RAFAEL

## CANAL NEIGHBORHOOD INTERNET ACCESS

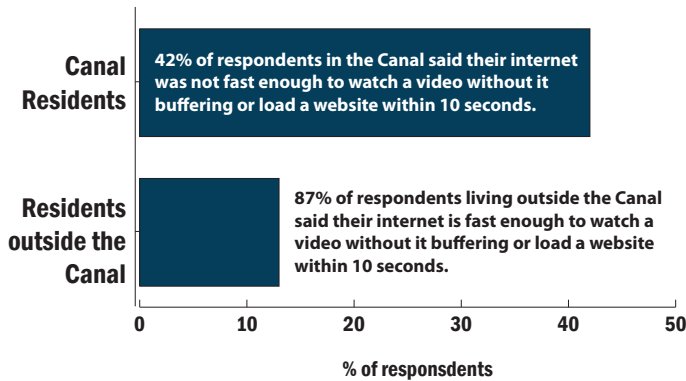
COVID-19 and Shelter-in-Place orders have exacerbated digital equity issues in San Rafael's Canal neighborhood. Thousands of students are now participating in remote learning and many have limited access to the internet and computers.

Since the Shelter-in-Place order went into effect, the County of Marin, City of San Rafael, Canal Alliance, and San Rafael City Schools have been working together to address digital equity

issues through the distribution of Chromebook laptops and personal WiFi hotspots, promoting awareness of commercial low-cost internet access, and building a WiFi network.

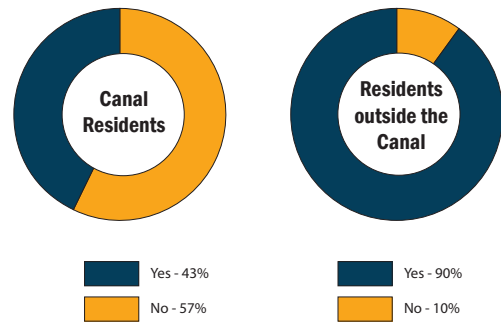
In tandem to these efforts, we conducted a survey about internet access in the Canal neighborhood to better inform our priorities and allocation of resources going forward. Here's what we learned.

### How fast is your internet connection?



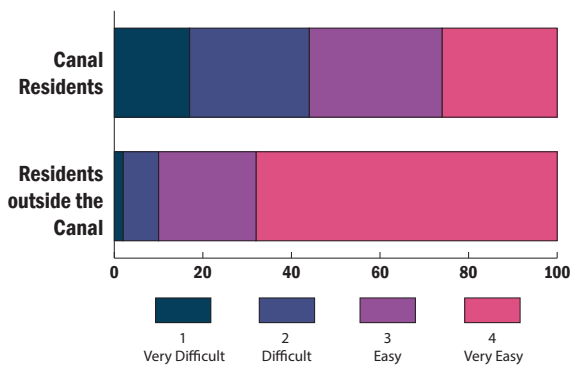
### Do you have a computer at home that you own?

57% of respondents in the Canal said they do not own a computer at home compared to 10% of residents outside the Canal.

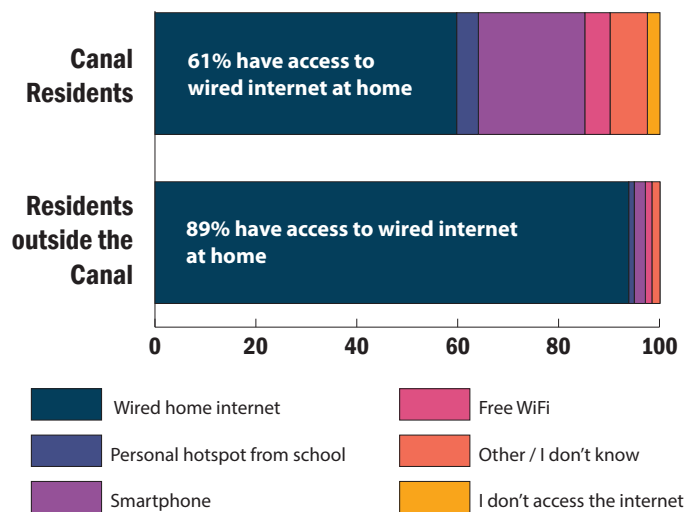


### How easy is it to connect to the internet?

44% of residents in the Canal report that it's difficult to connect to the internet compared to only 10% of those living outside the Canal who find it difficult to connect.



### How do you connect to the internet?



#### Methodology:

We collected survey responses from June 1 to June 23, 2020. Responses were collected in-person at food distribution events in the Canal neighborhood, in addition to online via text, social media, and emails. We received a total of 1502 responses. 849 of those said they lived in the Canal neighborhood, 589 said they lived outside of the Canal but within San Rafael, 60 said they lived outside of San Rafael, and 4 did not answer. 943 took the survey in Spanish and this includes all the in-person surveys.

### Help us do more to address digital equity issues in the Canal.

**DONATE TO THE CANAL DIGITAL ACCESS EQUITY FUND**

