

CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES
Project No.0907/ Agreement No. 1

THIS AGREEMENT (“**Agreement**”), effective the 06 day of June, 2023 (“**Effective Date**”), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (“**City**”), and Brown and Caldwell, a California corporation, (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the City desires to engage a consultant to provide professional services to update the City’s C.10 Trash Load Reduction Compliance Plan to ensure full compliance with the National Pollutant Discharge Elimination System (NPDES) permit’s C.10 requirements and to assist in the implementation of the updated plan services to the City (“**Services**”) as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City’s best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City’s Request for Proposals, dated March 23, 2023, and any addenda thereto (“**RFP**”), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant’s proposal dated April 20, 2023 (“**Proposal**”) with their updated scope and budget dated May 15, 2023, attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services (“**Additional Services**”) subject to prior written authorization by the City, as further specified below in Section (3), “Additional Services.”

B. **Standard of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with generally accepted professional practices and in a manner consistent with the level of skill and care ordinarily exercised under similar conditions by members of the Consultant’s profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner consistent with the standard of performance provided herein. Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. If, during the course of this Agreement, the City Manager notifies Consultant that the Services fail to comply with the standard of performance provided herein in whole or in part, Consultant will promptly take the corrective action required to correct

the non-conforming services at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term." Consultant shall not be responsible for or be deemed to be in breach of this Agreement as a result of delays caused by circumstances beyond its reasonable control provided Consultant has not contributed to circumstances causing or extending such delay.

E. **Primary Service Provider.** The City has approved of Jeff Sinclair as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All

Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.

3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations (“DIR”). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), “Scope of Services,” and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Two Thousand One Hundred Fifty-Four Dollars (\$102,154)** as follows:

On a deliverables basis at rates set forth in Exhibit B.

Consultant will be paid all undisputed amounts within thirty (30) days of City’s receipt of detailed invoices for Services provided to the City Manager’s satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), “Billings,” below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), “Scope of Services,” the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), “Amendments,” before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), “Scope of Services,” Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), “Scope of Services,” the Parties will promptly execute a writing to authorize the services as Additional Services for mutually

agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term**. The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires on June 30, 2024. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting**. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
N/A	N/A

(6) **Independent Contractor Status**. It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City’s objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant’s services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings**. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant’s signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and

equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. Notwithstanding the foregoing, Consultant may retain a confidential file copy of any Confidential file copy of information it receives and relied on in order to perform its services. Upon payment to Consultant all research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. City's reuse of such information for any project or purpose other than the services pursuant to this Agreement is at the City's sole risk. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents,

accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed or authorized to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01) or its equivalent, and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California

Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.

4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
 - b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
 - c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 07 04 and GC 20 37 07 04, or equivalents approved by the City. For design professionals form CG 20 10 07 04 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
 - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.

- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
 - d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
 - e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) Indemnification. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are

“design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the negligence or willful misconduct in the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. To the extent that such final judgment, arbitration award, order, settlement, or other final resolution allocates or assigns proportionate fault for the claims between Consultant and City, City shall reimburse Consultant for attorneys' fees and defense costs as were incurred defending Indemnified Parties against claims in an amount reflecting the percentage of City's proportionate fault.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 (“**section 2782.8**”), when the Services to be provided under this Agreement are to be performed by a “design professional,” as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents (“**Indemnified Parties**”) from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys’ fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant’s proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“**PERS**”) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant’s Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant’s indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. Employment of Local Residents. Pursuant to the San Pablo Economic Opportunity

Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC”) at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “**Local Resident**” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

- B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“**ADA**”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) **Local Subcontracting – Outreach.** Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) **Termination.**

A. **Termination for Convenience.** City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, upon payment to Consultant remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations,

drawings, and specifications, or other data whether complete or not. City's reuse of such information for any project or purpose other than the services pursuant to this Agreement is at the City's sole risk.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement, upon payment to Consultant, shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design. City's reuse of such information for any project or purpose other than the Services pursuant to this Agreement is at the City's sole risk.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) **No Third-Party Rights.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a

patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) Authority of Parties. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) Counterparts. This Agreement may be executed in duplicate counterparts.

(36) Multiple Copies of Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) Notices. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Mike Flake, Vice President
201 N. Civic Drive, Ste. 300
Walnut Creek, CA 94596

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

This Agreement is subject to federal funding. See Exhibit C.
 This Agreement is not subject to federal funding.

(39) Caltrans Funding Requirements (if applicable). If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

This Agreement is subject to funding by Caltrans. See Exhibit D.
 This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Teresa L. Stricker, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed: _____

Brown and Caldwell

By _____
Consultant, Mike Flake, Vice President

Date signed: _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed: _____

Attachments: Exhibit A: Request for Proposals, dated March 23, 2023
 Exhibit B-1: Consultant’s Proposal, dated April 20, 2023
 Exhibit B-2: Consultant’s Updated Scope and Budget, dated May 15, 2023

Exhibit A
City of San Pablo RFP



CITYOF SAN PABLO

City of New Directions

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS

**NPDES C.10
Trash Load Reduction
Compliance Plan
Consultant Services**

March 23, 2023

Proposals Must Be Received By:

April 20, 2023 by 4:00 p.m.

TABLE OF CONTENTS

A. INTRODUCTION

1. About San Pablo
2. Purpose for Request for Proposals

B. SCOPE OF WORK

1. Project Description
2. Scope of Services

C. PROPOSAL REQUIREMENTS

1. Letter of Interest
2. Firm Statement of Qualifications
3. Staff Statement of Qualifications or Resumes
4. Project Management and Staff Availability
5. Project Approach
6. Schedule of Work
7. Cost Proposal
8. Method of Payment
9. References
10. Consultant Contract Statement

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities
2. Questions
3. General Terms and Conditions
4. Agreement

E. PROPOSAL PROCEDURE

1. Submission of Proposals
2. Consultant Selection Process
3. Evaluation Criteria
4. Tentative Schedule

F. ATTACHMENTS

A. INTRODUCTION

1. About San Pablo

San Pablo is located in West Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Proposals

The City of San Pablo (“City”) invites professional consultants to submit competitive proposals in response to this Request for Proposals and Statement of Qualifications (“RFP/SOQ”). The San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) adopted the third reissuance of the Municipal Regional Stormwater NPDES Permit, or MRP 3.0, in May 2022. Provision C.10 of the MRP requires local agencies to reduce trash loading from the municipal storm sewer systems within the prescribed deadlines.

The City seeks proposals for engineering assistance to develop a plan to meet these requirements.

B. SCOPE OF WORK

1. Project Description

The City of San Pablo (City) is seeking certified professionals to update the City’s C.10 Trash Load Reduction Compliance Plan to ensure full compliance with the C.10 requirements. The City is not expected to meet the C.10.a 90% compliance benchmark by June 30, 2023 without offsets or credits. Therefore, the City is required to submit an updated Trash Load Reduction Plan as described in Provision C.10.d with a schedule of implementation of additional trash load reduction actions sufficient to achieve compliance with the 90% benchmark (without offsets or credits), and 100% benchmark by June 30, 2025. The updated Trash Load Reduction Plan is required to be submitted with the City’s 2023 Annual Report.

2. Scope of Services

The Consultant selected shall provide services to review and update the City of San Pablo’s 2014 C.10 Long-Term Trash Load Reduction Plan. The Scope of Services includes, but is not limited to the following:

- A. Review the City’s 2014 Long-Term Trash Load Reduction Plan (**Exhibit 1.**)

- B. Review the City’s trash capture devices installed to date. The City’s Full Trash Capture and Trash Management Area Map is included in **Exhibit 2**.

- C. Review City Staff “Section by Section Analysis of Trash Management Strategy” Table (**Exhibit 3**.) Staff has prepared an inventory of individual addresses of concern within the City and the presumed trash generation rates, current conditions, items still undetermined, and potential trash management strategies.

- D. Update the City’s trash generation maps and analyze drainage areas.

- E. Recommend actions to achieve the 90% and 100% compliance requirements by the required deadlines. Recommended actions can include:
 - (1) Public Full Trash Capture (FTC) Devices – Locations of FTC devices (large and small) within the public right of way or on public property. This will also include an analysis if devices are feasible, a cost estimate to install these devices, and an estimate of maintenance requirements.
 - (2) Private FTC – Locations where new ordinances are feasible to require the installation of private FTC devices.
 - (3) Locations for on-land cleanups with On-land Visual Trash Assessments (OVTAs). On-land cleanups may include an ordinance to require private businesses to perform clean-ups when FTC is not feasible in addition to areas where public on-land cleanup will be necessary.
 - (4) Other feasible recommendations as identified.

- F. After review and discussion of recommendations with City staff, update the 2014 Long-Term Trash Load Reduction Plan no later than August 15, 2023 for compliance with NPDES provision C.10.d as described in Provision C.10.d including a schedule of additional trash load reduction control actions sufficient to achieve compliance with the 90 percent compliance benchmark within a reasonable timeframe, and the 100 percent compliance benchmark by June 30, 2025 to be submitted with the City’s 2023 Annual Report.

Deliverables:

- 1. Updated Long-Term Trash Load Reduction Plan in compliance with Provision C.10.d
- 2. Updated GIS Trash Management Area Map

Optional Tasks (to be completed by February 1, 2024) may include:

- A. Assist the City on the development of an RFP for the installation of recommended FTC devices on public land. This would include assessments on private properties as documentation for ordinance implementation.

- B. Assist the City on the development of an RFP for on-land clean-ups in select public locations in the City.
- C. Assist the City on the development of an Ordinance for private properties to install FTC devices and/or develop Maintenance Plans for frequent on-land clean-ups.

C. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. Clarity and brevity are preferable to volume, submittals shall be limited to 25 pages, excluding proposal cover, cover letter, table of contents, and dividers. Each Proposal must include the following, organized as Sections 1 through 10:

1. Letter of Interest/ Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The letter of interest/cover letter must identify which service area(s) the firm(s) are submitting the proposal for and must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.

2. Firm Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the project in the submittal. This should include information describing the team's experience with:

- a. Trash assessment and management strategies acceptable to the SFBRWQCB.
- b. Analyzing and determining drainage areas.
- c. Providing programs that successfully meet regional and state program requirements.
- d. Reporting and negotiating with the RWQCB and other regulatory entities.
- e. The ability to provide similar services under similar time constraints.
- f. Working collaboratively with members of the community regarding trash reduction and management.

3. Staff Statement of Qualifications or Resumes

Provide the qualifications or resumes of key personnel proposed for the project in the submittal. In this section, identify similar/related projects that key members of the submittal have worked on. *Note: key team members identified in the submittal shall not change in the executed contract unless notified and approved by the City.*

4. Project Management and Staff Availability

Consultants should have one individual who will function as the main coordinator and point of contact for all the other consultants and sub-consultants; he/she will oversee project updates under the direction of City staff. This person will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings. Any

substitutes of staff after submittal is received must be provided in writing and approved by the City if the contract is awarded.

5. Project Approach

In five pages or less, describe the Consultant's proposed approach to this project and if relevant the typical approach to projects similar to this one. The approach should identify how the consultant can provide these services.

6. Schedule of Work

The schedule of work must be included in the submittal in order to demonstrate the Consultants ability to accomplish all Project deadlines. The schedule of work must include milestones for deliverables of each required aspect. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule.

7. Cost Proposal

The cost proposal shall include a line-item cost estimate for each work task outlined in the scope of services plus a separate cost for meetings (cost per meeting) and all deliverables. The cost spreadsheet should be in a format that will allow City staff to determine the key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the project and any adjustments that are predicted to occur during the execution of the project.

Optional Tasks should be provided as separate line-items with any appropriate sub-tasks shown with related costs individually.

8. Method of Payment

The method of payment for will be time and material with a not-to-exceed amount. Any Optional Tasks contracted will also be time and material with a not-to-exceed amount.

9. References

Provide a short summary of at least three projects (one-page maximum) in progress or completed, with the following information for each:

- a. Reference name, with current contact information
- b. Type of project/work
- c. Size and scale of the project
- d. Current status

10. Consultant Contract Statement

Consultants will include a statement that the firm(s) accepts the terms of the City's Consultant Agreement sample (**Exhibit 4**) and/or the submittal will include a list of any proposed modifications to the Agreement by the consultant.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

a. Employment of Local Residents

Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC” at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “Local Resident” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. Outreach to Local Businesses.

At least fourteen days prior to: (i) Consultant’s submission of a Proposal that includes specified subcontractors and (ii) Consultant’s award of any subcontract to a subcontractor not included in Consultant’s Proposal, Consultant will contact the San Pablo Economic Development Corporation (“EDC” at info@sanpabloedc.org or 510-215-3200) and provide notice and details regarding subcontracting opportunities. The EDC will notify local businesses of subcontracting opportunities, and provide technical assistance to local businesses during the subcontracting bidding process.

2. Questions

Questions regarding this RFP/SOQ, the Project, or site access may be submitted *in writing only* and directed to Amanda Booth via email at AmandaB@SanPabloCA.gov. Written responses will be provided in addenda to this RFP/SOQ posted via Planet Bids. Written questions must be submitted no later than April 6, 2023 at 4:00 p.m.

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFP/SOQ preparation shall be that of the consulting firm and shall not be paid by the City.
- c. Proposals shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for proposals not submitted by the Proposal Deadline defined in Section E, Item 1.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Exhibit 4** to this RFP. Proposals should include a list of any requested modifications to the Agreement

by the consultant. The City will consider such requests, but makes no assurances to their granting. Award of an agreement is subject to approval by the City Council of the City of San Pablo.

- f. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP/SOQ process.
- g. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement

A sample agreement is attached (**Exhibit 4**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

E. PROPOSAL PROCEDURE

1. Submission of Proposals

All Proposals must be submitted via Planet Bids by April 20, 2023, no later than 4:00 p.m. (“Proposal Deadline”).

Proposals may not be modified after the Proposal Deadline. No paper submittals will be reviewed or considered.

2. Consultant Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFP/SOQ. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Submittals not received by Planet Bids by the Proposal Deadline are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All proposals will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the consultant’s references. This reference check applies to major subconsultants as well.

The Selection Committee will establish a shortlist of consultants that are considered to be best qualified to perform the contract work. The selection process may include oral

interviews. The consultants will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Upon acceptance of the cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

3. Evaluation Criteria

Proposals will be evaluated according to each criterion below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
A	Completeness of Response	Pass/Fail
B	Understanding of the Work/Project	25
C	Experience with Similar Work	25
D	Quality and Availability of Staff	15
E	Schedule and Ability to Meet Deadlines	15
F	Project Approach and Budget	15
G	Local Subcontracting Approach/ Local Employment Approach	5
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP/SOQ must be complete. Responses that do not include the proposal content requirements identified within this RFP/SOQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

B. Understanding of the Work/Project (25 points)

Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to complete the Long-Term Trash Load Reduction Plan.

C. Experience with Similar Work (25 points)

Experience of the firm(s) with similar projects, including local knowledge, expedited timelines, and working with regulatory agencies.

D. Quality and Availability of Staff (15 points)

Quality and availability/current workload of proposed staff. References will be taken into consideration.

E. Schedule and Ability to Meet Deadlines (15 points)

Ability to complete the required work in a timely manner such that the Updated Long-Term Trash Load Reduction Plan is submitted as indicated.

F. Project Approach and Budget (15 points)

Demonstrated success in projects similar to this one. Costs presented are competitive.

G. Local Subcontracting Approach/ Local Employment Approach (5 points)

A consultant’s successful use of the local subcontracting and local employment approach (Section D, Items 1a. and 1b.) or a documented good faith effort to succeed at using the City’s local subcontracting and/or local employment approach.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP/SOQ Release Date	<i>March 23, 2023</i>
Last day to submit any questions	<i>April 6, 2023, 4:00pm</i>
Proposal/SOQ Proposal submittal Date	<i>April 20, 2023, 4:00pm</i>
Panel Review	<i>April 21-28, 2023</i>
Consultant Interview	<i>Week of May 1st (if necessary)</i>
Selection and negotiation period	<i>May 8-15, 2023</i>
Contract to be awarded at City Council <i>(if necessary)</i>	<i>June 5, 2023</i>

F. ATTACHMENTS

- Exhibit 1** – City of San Pablo 2014 Long-Term Trash Load Reduction Plan
- Exhibit 2** – City of San Pablo Full Trash Capture and Trash Management Area Map
- Exhibit 3** – Section by Section Analysis of Trash Management Strategy Table
- Exhibit 4** – Sample Consultant Agreement



EXHIBIT 1





January 30, 2013

Bruce H. Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Dear Mr. Wolfe:

Enclosed is the February 2014 Long-Term Trash Load Reduction Plan for the City of San Pablo, which is required by and in accordance with Provision C.10.c in National Pollutant Discharge Elimination System (NPDES) Permit Number CAS612008 issued by the San Francisco Bay Regional Water Quality Control Board and/or by Provision C.10.c in NPDES Permit Number CA0083313 issued by the Central Valley Regional Water Quality Control Board.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sincerely,

Matt Rodrigues
City Manager

Enclosure

City of San Pablo
Trash Management Plan
2014-2022



CITY OF SAN PABLO
City of New Directions



Submitted to the
California Regional Water Quality Control Board for the San Francisco Bay Region
February 1, 2014
in compliance with Provision C.10 of the Municipal Regional Stormwater Permit

Contents

1.	Introduction by the Contra Costa Clean Water Program (CCCWP)	1
A.	Trash Sources, Pathways, and Loadings	1
B.	Background for this Plan.....	1
C.	Framework for Long-Term Trash Management	2
D.	Identifying High-Trash Areas	2
E.	Trash Management Strategy	3
F.	Assessing Effectiveness	3
2.	City of San Pablo Trash Management Overview	4
A.	Characteristics Affecting Trash Generation and Management	4
B.	Drainage System and Water Resources Affected by Trash	4
C.	Trash Problems and Priorities	5
3.	City of San Pablo Trash Management Strategy.....	6
A.	Delineation of Trash Management Areas	8
B.	Area-Specific Control Measures, Implementation Schedules, and Effectiveness Assessment	10
C.	Creek and Shoreline Cleanups	10
D.	Trash Reduction Policies	10
E.	Public Education, Outreach, and Community Involvement.....	11
F.	Jurisdiction-wide Progress Assessment and Continuous Improvement.....	13
4.	Trash Management Area Plans	13
A.	TMA-Specific Plans.....	13
5.	References	13

Figures

1-1 Trash Sources and Transport Pathways

Tables

- 2-1 2010 Census Data
- 2-2 2005 Land Uses (ABAG)
- 2-3 Trash Generation Category Percentages by Land Use
- 3-1 Trash Generation Categories by Trash Management Area
- 3-2 Control Measures by Trash Management Area
- 3-3 Creek and Shoreline Hot Spot Cleanups

Attachment

City of San Pablo Trash Generation Map

City of San Pablo Trash Management Areas Map

City of San Pablo Full Trash Capture Map

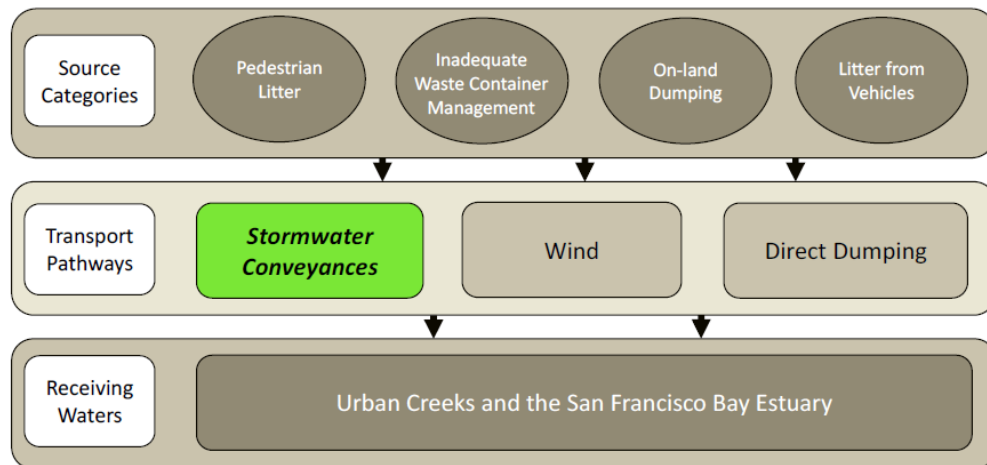
1. Introduction by the Contra Costa Clean Water Program (CCCWP)

Contra Costa municipalities have prepared Long-Term Trash Reduction Plans (Plans) in compliance with Provision C.10.c. of the Municipal Regional Stormwater Permit¹ (MRP). Each municipal plan describes control measures and best management practices (BMPs) designed to attain a 70% trash load reduction by July 1, 2017 and a 100% reduction by July 1, 2022.

A. Trash Sources, Pathways, and Loadings

Figure 1 illustrates sources and pathways of trash that enters the region’s creeks and San Francisco Bay. Trash has multiple sources—all of which are episodic and widely dispersed.

In Figure 1, *Stormwater Conveyances* is highlighted because *only this pathway* is subject to MRP trash-reduction requirements. In reality, the other pathways are equally significant, depending on time and location. In practical terms, the pathways are intertwined. For example, on-land clean-ups reduce trash entering storm drains and also reduce wind-blown trash. When visible trash is reduced, litter and dumping



from all sources tends to become less frequent and severe.

Figure 1. Trash sources and transport pathways.

Municipalities must balance their commitment to MRP compliance with their commitment to preserving and enhancing local environmental quality and quality of life for their residents. That is, municipalities seek to reduce trash on local streets and roads, and to reduce the *total* amount of trash in their creeks and on their shorelines—in addition to fulfilling the Water Board’s mandate to eliminate trash that flows through storm drains.

For these reasons, Contra Costa municipalities address trash holistically and comprehensively, integrating a variety of strategies, and uses a variety of methods to assess the success of those strategies.

B. Background for this Plan

MRP Provision C.10 requires the Permittees to reduce trash loads from their storm drains by 40% by 2014, 70% by 2017, and 100% by 2022.

¹ Order R2-2009-0074, issued by the California Regional Water Quality Control Board for the San Francisco Bay Region, became effective on December 1, 2009 and applies to 76 cities, towns, counties, and flood control districts.

Provision C.10.a.ii. required each Permittee to determine a baseline trash load and a method for tracking reductions in trash loads. Working collectively through the Bay Area Stormwater Management Agencies Association (BASMAA)—and in close collaboration with Water Board staff—the Permittees developed methods, including a calculator, for tracking loads and load reductions.

The Permittees used these methods to develop Short-Term Trash Load Reduction Plans by February 1, 2012, and are implementing those plans through July 1, 2014 to achieve the 40% reduction. Progress has been documented in the Permittees' 2012 and 2013 Annual Reports.

Following their review of the Short-Term Plans, Water Board staff requested Permittees to change the methods used to evaluate trash load reductions. Working collectively through BASMAA—and again in close collaboration with Water Board staff—the Permittees developed the framework and planning tools to be used in the Permittees Long-Term Plans.

C. Framework for Long-Term Trash Management

The following 8-step framework was developed²:

1. Identify high, medium, and low trash generation areas, based on land use and other geographic data, local knowledge, and field verification.
2. Attempt to identify sources in high and medium trash generation areas to assist in focusing control measures.
3. Prioritize areas and problems/types.
4. Identify options (tools) for dealing with prioritized areas/problems.
5. Define success/goals and measurement type.
6. Select and implement tools.
7. Evaluate success.
8. Modify as needed.

Steps 5 and 7 of this framework acknowledge fundamental challenges presented by Provision C.10—how to define and evaluate success.

D. Identifying High-Trash Areas

To implement the first step of the framework—to identify high, medium, and low trash-generation areas—the Permittees collectively, through BASMAA, developed and calibrated a predictive model of trash generation.³ Model variables are designated land use and 2010 median household income; the model was calibrated based on trash collected in full-trash-capture devices (BASMAA, 2012a, BASMAA, 2012b).

The Permittees applied the model as follows: The model was used to generate a preliminary map designating very high, high, moderate, and low trash generation areas. Local municipal staff reviewed the preliminary map and identified areas that had incorrect designations based on local knowledge of actual land uses and of trash generation rates (CCCWP, 2013). Specific methods used to verify local trash generation rates are documented in Section 2 below and may include queries of municipal staff or members of the public, reviews of municipal operations data, viewing areas using Google Maps and Street View, application of BASMAA's On-Land Visual Trash Assessment Protocol (BASMAA, 2013), or other methods.

² The framework was developed in a November 1, 2012 meeting at Water Board staff offices and was refined in subsequent meetings with Water Board staff.

³ "Generation" is understood to be the volume of trash potentially available to be transported from the urban watershed (per acre, per year) into the storm drains in the absence of any control measures and BMPs.

E. Trash Management Strategy

Municipalities delineated Trash Management Areas (TMAs) within their jurisdictions. TMA boundaries are based on land uses, drainage areas, management areas, and/or geographic considerations, and are drawn to facilitate focused and efficient efforts to reduce trash in areas with very high, high, and medium trash generation rates. The rationale for delineating TMAs in the specific municipality, an overview of the municipality's trash management approach, and a description of activities that apply throughout the municipality (including hot spot cleanups, jurisdiction-wide policies, and jurisdiction-wide public outreach) is in Section 3.

Section 4 consists of individual summary plans for each municipal TMA. Each TMA plan describes the key TMA characteristics, summarizes control measures, and describes methods for evaluating effectiveness of efforts within the TMA.

F. Assessing Effectiveness

Each TMA summary plan includes methods to evaluate effectiveness. As indicated in the framework, the primary purpose of these evaluations is to facilitate continuous improvement of control measures within the TMA. Continuous improvement requires TMA-specific interpretation of results, including consideration of factors that may have contributed to success, or lack of success, at that locale during the evaluation period. Evaluations of effectiveness and adjustments to the TMA summary plans will be included in each annual report.

A secondary purpose of the evaluation methods is to contribute evidence toward an annual general evaluation of progress toward MRP goals. Such an evaluation will be based on weight-of-evidence, using the results from TMA-level evaluations of the effectiveness of specific actions within the TMA, and of the total of TMA-level actions, during the reporting period. A jurisdiction-wide assessment of progress will be compiled by combining this TMA-level evidence with the results of hot spot cleanups, visual assessments of creeks and shorelines, and observations by local residents and cleanup participants. As additional outcome-based assessment methods are devised and pilot tested—regionally and statewide—information derived from these methods will be incorporated into annual progress assessments.

2. City of San Pablo Trash Management Overview

A. Characteristics Affecting Trash Generation and Management

Demographic data from the 2010 census is presented in Table 2-1. However, the median household income is from the 2000 census which is the most recent data available.

Table 2-1. 2010 Census Data

Population	29,139
Under 18	28.3%
18-24	11.1%
25-44	30.0%
45-64	21.8%
65 and older	8.8%
Median household income	\$37,184

Table 2-2 summarizes land uses within San Pablo.

Table 2-2. 2005 Land Uses (ABAG)

Land Use Category	Jurisdictional Area	% of Jurisdictional Area
Commercial and Services	119.1	7.6%
Industrial	40.0	2.6%
Residential	997.3	63.9%
Retail	133.4	8.5%
K-12 Schools	80.2	5.1%
Urban Parks	23.1	1.5%
Other	166.7	10.7%

The City of San Pablo is 2.5 square miles in size. The City is built out and densely populated. A majority of the City's land use is residential (63.9%) with a large amount of multi-family properties. Fifty-three percent of the residents are renters and there is a high turnover in rental properties. With a median household income of \$37,184, many of the City's residents are considered low income.

The 2012 BASMAA trash generation rate study concluded that low income areas typically have more trash. It also found that trash generation rates are linked to land use. San Pablo participated in the study by contributing one data point. The majority of the land use in the City is residential which the study found is not a high trash generating land use. However, the income variable plays a more significant role in San Pablo resulting in a high amount of trash for the City overall even in residential areas.

B. Drainage System and Water Resources Affected by Trash

The City is fortunate to have 3 creeks running through its boundaries: Wildcat, San Pablo, and Rheem Creeks. Wildcat and San Pablo Creeks are predominately owned by private property owners whose properties extend to the midline of the creek, with a few sections of City-owned parcels located mostly in parks. Both creeks are day lighted except a few short stretches under I-80 and San Pablo Avenue. Rheem Creek is mainly a concrete flood control channel maintained by the Contra Costa Flood Control and Water Conservation District.

The City has taken many actions to protect the creeks from trash, erosion, and pollution since the creeks are vital to the local flora and fauna. The City has restored multiple sections of creek and recently day lighted a long stretch of creek under the Davis Park baseball field. The City has a close relationship with the local creek group (SPAWNERS) and The Watershed Project, who periodically do cleanups, plantings,

and general maintenance of the restored sites since the City does not have adequate staffing to keep up with the weeds at the restoration sites.

For 20 years, the City has done a tremendous amount to remove trash from the creeks:

- City crews have obtained applicable state permits and permission to enter private property to clean the creeks once a year before the rainy season. It takes 4 maintenance workers one month to complete the work. This activity has been effective in removing trash that was either illegally dumped in the creek, washed from upstream, or coming from the outfalls. It also has the dual benefit of reducing flooding.
- The City hosts an annual creek cleanup at Davis Park on Wildcat Creek. The cleanup is preceded by in class presentations at the local schools about creeks and how trash travels. See Section 3E for more detail.
- The City installed a camera at one location that was a major dumping area. It reduced the amount of trash at that location but other areas saw an increase. The City has not found that reviewing pictures as a means of convicting individuals involved in illegal dumping activities is not an effective mechanism for deterring illegal dumping. Not only is it time consuming to review all the pictures (camera is triggered by any moving objects including cats) but also, unless the person's face and license plate are clearly visible, the information cannot be used for a conviction. Since other jurisdictions have had success with cameras, we may consider it in the future but for now, we are trying other methods as outlined in Section 3.
- Windblown trash is a major problem in a few stretches of creek. On San Pablo Creek at Kennedy Plaza, the City installed a tall metal fence to block some of the trash that blows over from the nearby shopping center. The fence has also reduced the number of homeless in that stretch of the creek. However, the chain linked fences installed in other locations, were cut by the homeless or residents who use creeks to get around town.
- The City spends a lot of time cleaning homeless camps in the creeks and vacant lots. In an average year, City crews cleanup 10 homeless camps and it typically takes 4 employees one full day per camp. These efforts are in response to resident calls and complaints. Unfortunately, although there is a shelter nearby, most of the displaced homeless move to other locations in the creek or return.

C. Trash Problems and Priorities

The modeling used to develop the Trash Generation Maps captured the generation rates accurately for the most part. However, staff made some refinements by reviewing the maps with the Maintenance and Park Facilities Manager, reviewing data on trash collected from City-owned trash cans, viewing Google Maps, and conducting numerous visual observations using BASMAA's On-Land Visual Assessment Protocol. Some residential areas were changed to high trash, a few businesses were changed to very high, and a few multi-family complexes were changed to low trash since they have an effective home owner's association.

As shown in Table 2-3 below, retail establishments were by far the land use category with the highest trash generation category and therefore the City will prioritize control measures to addressing those areas first. However, residential areas also have a lot of high trash generation rates and will be the second priority.

Table 2-3 summarizes trash generation by land use:

Table 2-3. Trash Generation Category by Land Use								
Trash Generation Category	Jurisdictional Area (Acres)	Commercial and Services	Industrial	Residential	Retail	K-12 Schools	Urban Parks	Other
Very High	72.5	0.1%	1.8%	2.1%	92.3%	0.0%	3.3%	0.3%
High	480.4	1.6%	4.9%	66.4%	12.8%	9.4%	0.0%	5.0%
Medium	682.3	16.2%	2.2%	69.9%	0.7%	5.2%	2.9%	2.9%
Low	324.6	0.3%	0.0%	61.7%	0.0%	0.0%	0.3%	37.7%

3. City of San Pablo Trash Management Strategy

The following trash management strategy is designed to attain a 70% trash load reduction by July 1, 2017 and a 100% reduction by July 1, 2022. The strategy may be updated and revised in response to changing conditions, including the amounts and location of trash generation, effectiveness of management actions, and available resources. Updates will be documented in Annual Reports.

Pre-MRP:

In the past, the City has focused more on municipal actions to address trash including:

- Street sweeping 2 times a month for residential streets and 4 times a month for commercial streets. Ninety percent of the City has No Parking signs and a Code Enforcement Officer writes violators \$60 tickets.
- Annual and as needed catch basin cleaning.
- Bi-weekly maintenance of the 65 public trash cans in streets and parks.
- Daily illegal dumping pick-ups.
- Bi-annual dumpster days where residents bring their garbage to a central location.
- Annual \$40 dump voucher program available for each household.
- Public education and outreach (See Section 3E).

Actions to Attain 40% Trash Load Reduction:

- Low Impact Development (LID) facilities have been effective at trapping trash in landscaped areas on private property. There have been 7 LID projects in San Pablo (4 before the MRP and 3 since the MRP was adopted. As part of Fiscal Year 2013/14 Annual Report, the City will submit a map with the LID facilities and their associated treatment areas.
- Since the MRP was adopted, the City installed 71 full and 16 partial capture treatment devices. The devices require maintenance three times a year. The full capture treatment devices include 70 United Stormwater Connector Pipe Screens (CPS) and 1 Revel Environmental Manufacturing (REM) device. The partial capture treatment devices are the United Stormwater Automatic Retractable Screens (ARS). Ten of the ARS units were installed in conjunction with the CPS units to allow the street sweeping to pick up the trash in some areas with a lot of trash and to prevent flooding by reducing the amount of trash in the full capture treatment devices. In total, these devices capture the trash from 593 acres in the City (roughly 1/3 of the total City acreage). City crews have cleaned the treatment devices 3 times since they were installed. So far, the average device was 1/2 full and contained at least 50% trash and sediment and 50% vegetation. It appears that the frequency of clean outs is sufficient but we will continue to monitor the devices.

- In 2012, the City negotiated a new contract with the solid waste service provider and included bulky item pick-up service for all single family residential customers. This action will likely reduce some of the illegal dumping in the City.
- In 2013, the City Council established an Adopt-a-Spot program to get the community involved in beautifying the City. Although a major goal of the program was to develop on land cleanups, the majority of the groups interested in the program have chosen other projects. Therefore, the City is not including the program in this plan.

Strategy to Attain 70% and 100% Trash Load Reduction:

The City has spent significant amount of effort and resources to address litter abatement. However, in order to comply with the 70-100% trash load reduction provisions of the MRP, the City is broadening its strategy for addressing trash by focusing on the sources. The sources can be separated into three categories: business (includes retail, commercial, and industrial), residential, and non-jurisdictional. The urban parks category which also generates some trash will be addressed by performing more on land cleanups.

Sources

a. Businesses

The business trash generators include the large shopping centers, restaurants, industrial, commercial, and multi-family residential properties. The control measures the City is planning to implement include targeting the business property owners/managers and their customers.

- *Business Property Owner/Manager:*

The City plans on including the high and very high trash generating businesses and multi-family properties to the list of businesses currently inspected by the Public Works Department as part of the NPDES program (such as restaurants and auto facilities). The City's business inspection program focus has been trash receptacles behind businesses but will now be broadened to also include the parking lot and landscaping where a lot of the litter accumulates.

Since most of the shopping centers or multi-family properties have property management companies handling their maintenance, in 2015 the City plans on establishing a contact list and then meeting with the responsible individual to review the City's stormwater ordinance related to best management practices for private properties. The goal of these meetings will be to discuss a plan for the business to improve their trash management. Annually thereafter, a percentage of the properties will be inspected to ensure compliance. Since San Pablo is a small city, staff will also respond to trash complaints from the public and other City staff. After the outreach to the high and very high trash generating businesses is completed, the City will begin the same process for the medium trash generating businesses.

In 2014, the City will update its stormwater ordinance. At that time, staff will review the litter provisions of the stormwater ordinance to make sure they sufficiently address properties that generate a lot of trash. Properties in violation of the litter provision of the stormwater ordinance, will receive a notice to abate letter. If the violation is not corrected in the time frame provided in the letter, the business will be issued a fine. Environmental Program staff is trained in issuing notice to abate letters and citations.

- *Customers:*

Littering is a major problem in San Pablo so in addition to working with the businesses, the City plans to also address the customers responsible for the littering. The Police Department enforces the CA Penal Code 374.4, 23111, and 23112 for littering but it is usually difficult to catch a person in the act while in a vehicle. Our stormwater ordinance also includes language that prohibits littering, however, it has not been used as an enforcement tool in the past. In 2016, staff will evaluate whether the state or local code

will be more effective in reducing the incidences of littering. Since pedestrian littering is more visible, the Police Department plans to also focus their efforts in that area a few times a year and report on the number of citations issued annually.

b. Residential

The residential category trash generators include overflowing trash cans, pilfering of recycling cans, and littering.

▪ *Overflowing Trash:*

The City is a member of RecycleMore which is a Joint Powers Authority that represents all West County jurisdictions to meet the state mandated solid waste diversion goals. In 2013, RecycleMore and member agencies negotiated a new contract with the solid waste service provider. Currently, organics and recycling cans are collected every other week. Therefore, the trash cans are always full or overflowing. The contractor agreed to collect all three cans (trash, recycling, and organics) weekly starting in late 2014. Environmental Program staff will conduct a waste audit in a few typical high trash generating residential neighborhood for two weeks before the weekly collection program is implemented to establish a baseline. In 2015, Environmental Program staff will once again conduct a waste audit to evaluate whether there have been improvements in overflowing trash cans after the weekly collection has been implemented for a few months.

▪ *Pilfering:*

Due to the close proximity to West County's recycling facility, a lot of people pilfer through the recycling cans on solid waste collection days. Unfortunately, their actions result in a lot of litter falling into the street. The police department brought forward an ordinance to address this issue a few years ago but the City Council at the time decided not to act since they felt it was criminalizing the low income population. Since this is a big source of trash in residential neighborhoods, the City plans to revisit this potential control measure in the future.

▪ *Littering:*

Pedestrian littering is a major problem in San Pablo since a lot of people walk. The same approach described above for customers of businesses will be implemented in residential areas. We hope that by giving out a few citations, word will spread and people will stop littering. In addition, since students walking home from school contribute to the littering problem, the 2 resource officers (police officers stationed at the middle school and elementary schools) will work with the students to change their behavior through education or by requiring that they pick up their trash.

c. Non-jurisdictional

Interstate 80 (I-80) contributes a substantial amount of windblown trash to the adjacent properties. Also, with 5 elementary schools, a middle school, and a high school and a private school right on the border, a lot of litter enters the City streets from sources the City does not have jurisdiction over. The Contra Costa Clean Water Program will coordinate meetings with Caltrans to work on a mutually acceptable plan to reduce trash along the I-80 corridor in 2015. The cities in West Contra Costa Unified School District also plan to meet with the District to work on a plan to reduce trash in schools as well as in the vicinity of schools in 2015.

A. Delineation of Trash Management Areas

Unlike the majority of cities where the high trash generation locations are usually located in the heart of the commercial district, in San Pablo, those areas are scattered throughout the City. This provided a challenge in delineating trash management areas (TMAs). The City's initial goal was to try and group similar categories (i.e. high and very high) together. The next goal was to number the TMAs in order of

priority. The next goal was to group them geographically by land use and to have each area contiguous. The next goal was to make the TMAs as big as possible since San Pablo is a small city and managing too many TMAs would be challenging. In the end, the City was divided into 14 TMAs. However, a few of the TMAs that are geographically apart, have similar trash sources and generation rates and therefore will have the same control measures.

Table 3-1. Trash Generation Category by Trash Management Area

TMA	Jurisdictional Area (Acres)	Trash Generation Rate			
		Very High	High	Medium	Low
TMA 1	297.9	17.9%	45.6%	35.5%	1.0%
TMA 2	232.7	6.6%	81.5%	10.1%	1.9%
TMA 3	108.5	2.0%	81.3%	16.4%	0.3%
TMA 4	27.6	0.0%	100.0%	0.0%	0.0%
TMA 5	18.1	0.0%	100.0%	0.0%	0.0%
TMA 6	7.8	0.0%	100.0%	0.0%	0.0%
TMA 7	12.1	0.0%	90.1%	9.9%	0.0%
TMA 8	39.1	0.0%	0.0%	73.1%	26.9%
TMA 9	82.7	0.0%	0.0%	100.0%	0.0%
TMA 10	55.2	1.2%	0.0%	88.8%	9.9%
TMA 11	265.3	0.3%	0.5%	96.0%	3.2%
TMA 12	60.3	0.0%	0.0%	95.3%	4.7%
TMA 13	104.7	0.0%	0.0%	46.6%	53.4%
TMA 14	247.8	0.0%	0.4%	5.2%	94.4%

Table 3-2 summarizes the control measures proposed for each TMA. The bulky item and weekly collection are a jurisdiction-wide measure that will be implemented at the same time for all TMAs with residential land use. It is not included as a control measure in TMA 14 because staff will not focus the effectiveness evaluation in that area. Finally, although the trash reduction policies will be implemented jurisdiction-wide, they are only listed as a control measure for TMA 14 since Water Board staff have indicated that municipalities can only get credit for these polices for low trash generating areas.

Based on the trash generation rate and the amount of area already treated by the full capture treatment devices, the implementation priority in order will be TMA 1, 3, 5, 6, 2, 7, 4, 10, 8, 12, 9, and finally 14. Staff will provide an implementation schedule table with the next Annual Report.

Table 3-2. Control Measures by Trash Management Area

TMA	Capture Treatment Device		Anti-littering Enforcement			Improved Solid Waste Service		On land Clean up	Trash Reduction Policies	
	Full	Partial	Littering	Business Program	Pilfering	Bulky Item Pick up	Weekly Pick up		Plastic	Poly-styrene
TMA 1	X	X	X	X						
TMA 2	X	X	X		X	X	X			
TMA 3	X	X	X	X						
TMA 4	X		X	X						

TMA 5	X		X	X						
TMA 6	X		X		X	X	X			
TMA 7	X		X							
TMA 8			X		X	X	X			
TMA 9			X		X	X	X			
TMA 10			X	X	X	X	X	X		
TMA 11	X	X	X	X	X	X	X			
TMA 12	X		X		X	X	X			
TMA 13			X	X	X	X	X			
TMA 14	X								X	X

B. Area-Specific Control Measures, Implementation Schedules, and Effectiveness Assessment

Long-Term Trash Reduction Plans for each Trash Management Area, including control measures, detailed implementation plans, and methods of assessing the effectiveness of control measures are in Section 4.

C. Creek and Shoreline Cleanups

Table 3-3. Creek Cleanups					
Location	Description	Cleanup Frequency			
		Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Davis Park	Hot Spot Location on Wildcat Creek from the foot bridge to the field.	0	Annually	Annually	Annually

The City has four years of trash assessment data at the hot spot location. The number of items collected has typically stayed constant except for one year where there was a spike. The number of items collected is not a good indicator for evaluating program success since many factors may have an effect (i.e. a volunteer group cleaned the area without the City’s knowledge or a Styrofoam plate may be broken down into a hundred pieces). Also, measuring cubic yards can also be misleading because most of the trash is small, but the presence of one large illegally dumped object in one year (i.e. shopping cart), can significantly impact the results.

What is evident from the assessment, is that the predominant trash category is plastic packaging. Also, the sources of the trash for this particular location is littering from park users and some years there were illegally dumped items. Not much of the trash is coming from the outfall which may indicate that the City’s street sweeping and catchbasin cleaning efforts are effective. Another benefit of the hot spot assessments is that the City intends to use these numbers to see if there are reductions in specific products the City bans.

Other creek cleanup efforts are summarized in Section 2B.

D. Trash Reduction Policies

As reported in the City’s Short Term Trash Plan, the City planned on prohibiting single-use plastic bags and polystyrene food ware.

Single-Use Plastic Bag Ordinance:

RecycleMore at the request of a few member agencies hired a consultant to prepare the California Environmental Quality Act documents for the single-use plastic bag ordinance. The agency decided to prepare an Environmental Impact Report (EIR) to protect the municipalities from litigation since there were a lot of comments submitted by the Save the Plastic Bag Coalition. Once the EIR was completed, the cities of Richmond, El Cerrito, and San Pablo met to coordinate the timing of the ordinance adoption and outreach efforts. The model ordinance was routed to the various City departments, a public hearing was advertised and held, staff presented the ordinance to various organizations, and the ordinance was unanimously passed by the City Council in the fall of 2013. Staff sent out postcards, sent out a press release, held a workshop for businesses, visited businesses, and put up bus shelters posters.

Environmental Program staff is responsible for implementing and enforcing the single-use carryout bag ordinance. Staff met with the City Attorney about enforcement. Unlike stormwater discharges that cannot be abated and are levied an automatic citation (the City changed the Municipal Code to include this action a few years ago), the single-use plastic bag ordinance violation can be abated and therefore will need to follow the Municipal Code Section related to abatement. However, since this ordinance requires an action the businesses have direct control over, the City Attorney agrees that they can have as little as 24 hours to comply with the ordinance. Other Municipal Code violations typically require a 30 day notice. If the violation is not corrected in the time frame provided in the letter, the business will be issued a citation.

The ordinance has been in place since January of 2014 and staff plans on evaluating its' success based on the number of enforcement actions taken against the non-compliant businesses (or the percentage of compliant businesses) and by evaluating the hot spot location data. Enforcement will begin in July of 2014. Staff plans on responding to complaints from the residents and by conducting surprise inspections. In the first two weeks of the ordinance being enacted, staff already received a call from a resident reporting a non-compliant business.

Polystyrene Ordinance:

The City plans on working on the polystyrene ban in 2014 for an implementation date of January 2015. In addition to just polystyrene food ware, staff is proposing that the sale of all polystyrene in the City also be banned. The ordinance would be similar to the one adopted by the City of Richmond. Enforcement for this action will include checking compliance as part of our NPDES restaurant inspections and also inspecting the few stores that sell polystyrene. Staff will evaluate the effectiveness of the program by the number of enforcement actions taken against the non-compliant business (or the percentage of compliant businesses) and by evaluating the hot spot location data.

E. Public Education, Outreach, and Community Involvement

Regional Efforts

Through the CCCWP, the Permittees conducted a "Litter Travels, But It Can Stop with You" multi-year campaign beginning in FY 2009-2010. The multi-media campaign was designed to educate Contra Costa's citizens about the impacts of trash and litter in the County's waterways and how they can help address this problem and included TV spots, billboards, posters at BART stations, placards on transit buses, print ads and updates to the CCCWP website. Other outreach included more than 10,000 letters to County residents, contact with youth sports leagues, outreach to the 17 school districts in the County, and distribution of flyers to students in 5 of those districts. Pre and post-campaign surveys were conducted.

Through the CCCWP, Permittees also support the work of the California Product Stewardship Council (CPSC) and the Green Business Program. Both of these organizations address trash through source reduction and waste management. CPSC's mission is to promote Extended Producer Responsibility (EPR), which is based upon shifting California's product waste management system from one focused on

government funded and ratepayer financed waste diversion to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability. The CPSC's position is that the producers should have the primary responsibility to establish, fund, and manage end of life systems for their products. CPSC has advocated for EPR legislation affecting a wide-range of products including pharmaceuticals, batteries, paint, sharps, and mattresses.

The Green Business Program, of which CCCWP is the largest contributing Partner in Contra Costa County, is designed to publicly recognize private businesses and public agencies that take extra steps, beyond baseline compliance with environmental regulations, to prevent pollution and save resources (e.g., conserve water and energy, reduce waste through reuse and recycling, prevent stormwater pollution through good housekeeping practices, etc.). To date, 530 businesses have been certified as Green Businesses in Contra Costa County. Currently, 334 businesses are certified including a large number of auto repair shops, landscapers, waste haulers, printers, grocery and hardware stores, solar panel installers, and home remodelers. Numerous public agencies have also been certified. Municipal stormwater and POTW inspectors assist the Green Business program by encouraging potential Green Business candidates. CCCWP staff serves on the Green Business Program's "Partners Committee" and actively engages in development of the Green Business checklist (i.e., the stormwater pollution prevention section that each business needs to complete before becoming certified as a green business). Some of the more relevant actions that businesses have undertaken to become certified or recertified that also reduce trash loads include the following: commit to reduce waste in a minimum of five ways, maintain parking areas free of litter, keep dumpsters covered when not in use, ensure tarps for covering loads are in good condition and used correctly, and purchase a minimum of three recycled-content products.

To address trash from illegal dumping, the CCCWP operates a 1-800-No-Dumping hotline. The hotline is used by both businesses and the public to report potentially illegal dumping activities. All hotline calls are referred to the appropriate municipality for follow-up and, if necessary, enforcement. Calls have been logged since FY 2004-2005. Calls to the hotline are combined with calls that come directly to municipalities and Contra Costa County Hazardous Materials (Hazmat) Division and are tracked and documented annually in the municipal annual reports.

The CCCWP will continue to identify new partners and areas of outreach for source reduction and measures to reduce trash in the environment. CCCWP is currently in contact with California Department of Transportation (Office of Stormwater Program Development) and hopes to identify trash load reduction projects in Contra Costa County that would be financially and strategically feasible for all involved parties. CCCWP has also made contact with the California Highway Patrol, Contra Costa County Solid Waste Authority, and a number of transfer stations to potentially develop additional outreach materials to reduce litter from uncovered loads.

Local Efforts

Due to the high turnover in renters, educational outreach has proven to be challenging. However, the City of San Pablo has always believed in the importance of public education and outreach in changing behavior. The City had been conducting many public education and outreach programs throughout the years:

- Tile Art Project - community groups paint tiles that were installed on trash cans and placed throughout the City and parks.
- Riparian Lab after School Program – The Watershed Project was contracted to conduct a series of presentations about litter, creeks, and pollution prevention to youth from 4th grade to high school.

- Annual Wildcat Creek Cleanup – Kids for the Bay is contracted to conduct in class presentations about the watershed and how litter travels followed by a creek cleanup event.
- Community Cleanup Program – The Watershed Project is contracted to conduct in class presentations about litter followed by a school cleanup event.
- Staff regularly submits articles in the City’s newsletter and the City Manager’s e-news on litter, litter reduction, cleanup events, and City services for trash disposal.

As part of this plan, the City intends on conducting public education and outreach campaigns before implementing the littering control measures proposed in this plan similar to the extensive outreach done for the single-use plastic bag ordinance.

F. Jurisdiction-wide Progress Assessment and Continuous Improvement

In considering appropriate control measures, staff met with other agencies with similar trash generation rates and staff from all applicable City departments. Once the proposed control measures were agreed upon, staff received approval from the Chief of Police and the City Manager. However, since the new expanded approach is the first of its kind for the City, Environmental Program staff will monitor and evaluate all the control measures as they are implemented to see if they are effective in reducing trash. If not, the City will collaborate with other cities with similar trash generation rates and demographic to learn about their success and come up with alternative strategies. The approach we are proposing is heavily dependent on enforcement which the City’s Environmental Program staff has experience in and believe it will have positive outcomes for the City. The difference with this plan compared to current practices is that some of the enforcement (residential littering) will be handled by the Police Department due to safety concerns.

As referenced in Section 1F, the control measure evaluations will help with the annual overall evaluation of our trash plan in attaining the MRP goals. Other information including the hot spot location data and annual on-land visual assessments will be used to evaluate progress.

4. Trash Management Area Plans

A. TMA-Specific Plans

TMA-specific plans for 14 areas are attached.

5. References

BASMAA 2012a. Bay Area Stormwater Management Agencies Association. Trash Generation Rates for San Francisco Bay Area MS4s (Draft Final). Presentation to the BASMAA Trash Committee, August 2012. Prepared by EOA, Inc.

BASMAA 2012b. Baseline Trash Generation Rates, Preliminary Calibration of Modeled Results, Presentation to BASMAA Trash Committee, September, 2012. Prepared by EOA, Inc.

BASMAA 2013a. Visual On-Land Trash Assessment Protocol for Stormwater, Version 1.0 (Draft). April 30, 2013. Prepared by EOA, Inc.

CCCWP, 2013. Contra Costa Clean Water Program. Long-Term Trash Load Reduction Plan Development—Trash Generation Map Refinements. Technical Memorandum, May 20, 2013. Prepared by EOA, Inc.

TMA 1 is important because it consists of the only two entrances into the City from I-80 via San Pablo Dam Road and El Portal Drive. Both of these streets as well as San Pablo Avenue and Church Lane are arterial streets passing through the City.

Key Characteristics of Trash Management Area 1

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
297.9	17.9%	45.6%	35.5%	1.0%	Retail and Commercial	Retail stores and pedestrian and vehicular-generated litter

Along San Pablo Avenue, there are a few shopping centers with large grocery stores and restaurants (predominately fast food restaurants) that generate a lot of trash. Additionally, there are multiple bus stops which contribute to pedestrian-generated litter. In addition, the Casino, hospital, City Hall, and numerous health care facilities are within this TMA resulting in a lot of vehicular traffic. Adjacent to I-80, a substantial amount of wind and vehicular-generated litter enters the City. Please see Section 3 of the plan for the control measure to address non-jurisdictional trash. There are a few multi-family and single-family residential areas as well.

Since the main streets are swept four times a month and there are both City-owned and AC Transit-owned trash cans, the majority of trash is found in the landscaping or inside the parking lots of private properties. On San Pablo Dam Road, a fair amount of the trash is blown by the wind into the street from I-80 and the two shopping centers.

Summary of Control Measures and Implementation Schedule for Trash Management Area 1

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	- Connector pipe screens and one REM device (installed 2012). - 2 LID projects (installed 2009 and 2011)	X	X		
Partial-Capture Treatment Devices	Automatic retractable screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Business and multi-family property owner trash violations (anticipated 2015)			X	X

The full capture treatment devices capture a fair amount of TMA 1 since they were strategically located in the trashiest locations. However, a few very high and high trash generating areas are not treated by the full capture treatment devices and will therefore be the priority for this TMA. Please see Section 3 of the plan for more detail on all three of the control measures.

Evaluation of Program Effectiveness for Trash Management Area 1

Control Measure	Evaluation Method	Evaluation Method Details
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Full and Partial Capture	Document Maintenance	<ul style="list-style-type: none">- Track frequency of clean outs, the amount of trash removed, the percent of debris removed.- For LID, inspect facilities per MRP to ensure they are properly maintained.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases and actions taken by the property owners to reduce litter.

Although TMA 2 is predominately residential, it has two arterial roads (Rumrill Blvd and 23rd Street) with a lot of businesses. TMA 2 also include two elementary schools.

Key Characteristics of Trash Management Area 2

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
232.7	6.6%	81.5%	10.1%	1.9%	Residential	Pedestrian-generated litter

Due to its proximity to businesses, busy arterial roads, and the schools, this area is mostly a high trash generating area. In addition, pilfering and inadequate solid waste service result in high trash even in residential streets away from the other sources.

Summary of Control Measures and Implementation Schedule for Trash Management Area 2

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	Connector pipe screens (installed 2012).		X		
Partial-Capture Treatment Devices	Automatic retractable screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

TMA 2 has very few drain inlets. Therefore, the full and partial capture treatment devices installed in this area treat the majority of this TMA. However, the City proposes to still implement the anti-littering enforcement but after the other TMAs with high trash and areas not treated by full capture treatment devices.

Evaluation of Program Effectiveness for Trash Management Area 2

Control Measure	Evaluation Method	Evaluation Method Details
Full and Partial Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid	- Document participation	- Track participation in the bulky item program.

Waste Service

- Waste Audit

- Evaluate conditions before and after weekly solid waste collection program.

TMA 3 includes the second half of San Pablo Avenue. Road 20 is also a busy collector street used to get to Rumrill Blvd. In addition, this TMA includes a section with subsidized housing.

Key Characteristics of Trash Management Area 3

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
108.5	2.0%	81.3%	16.4%	0.3%	Retail and Residential	Retail and Pedestrian and Vehicular-generated litter

Along San Pablo Avenue, there are a few shopping centers with large grocery stores and restaurants (predominately fast food restaurants) that generate a lot of trash. Additionally, there are multiple bus stops which contribute to pedestrian-generated litter. Since the main streets are swept four times a month and there are both City-owned and AC Transit-owned trash cans, the majority of trash is found in the landscaping or inside the parking lots of private properties.

Summary of Control Measures and Implementation Schedule for Trash Management Area 3

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	- Connector pipe screens (installed 2012). - 3 LID projects (installed 2009, 2011, and 2011)	X	X		
Partial-Capture Treatment Devices	Automatic retractable screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Business and multi-family property owner trash violations (anticipated 2015)			X	X

The full capture treatment devices capture a fair amount of TMA 3 since they were strategically located in the trashiest locations. However, a few very high and high trash generating areas are not treated by the full capture treatment devices and will therefore be the priority for this TMA. Please see Section 3 of the plan for more detail on all three of the control measures.

Evaluation of Program Effectiveness for Trash Management Area 3

Control Measure	Evaluation Method	Evaluation Method Details
Full and Partial Capture	Document Maintenance	- Track frequency of clean outs, the amount of trash removed, the percent of debris removed. - For LID, inspect facilities per MRP to ensure they are properly maintained.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases and actions taken by the property owners to reduce litter.

The majority of the land use in TMA 4 is urban open adjacent to I-80. There are two parcels of retail that primarily include a supermarket and restaurants. San Pablo Dam Road which is an arterial street runs through TMA 4.

Key Characteristics of Trash Management Area 4

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
27.6	0.0%	100.0%	0.0%	0.0%	Urban Open and Retail	Wind Blown and Vehicular-generated litter

Unlike San Pablo Avenue in TMA 1 and 3, San Pablo Dam road is not used by pedestrians often. Due to its proximity to I-80, it is used for commuters and shoppers. Both shopping centers are heavily used.

Summary of Control Measures and Implementation Schedule for Trash Management Area 4

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	- Connector pipe screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Business and multi-family property owner trash violations (anticipated 2015)			X	X

The majority of the trash in TMA 4 is blown by the wind into the urban open parcels and street from I-80. Unfortunately the one full capture treatment device that was installed, treats a small portion of the TMA and therefore anti-littering enforcement and coordination with Cal Trans will be critical. Please see Section 3 of the plan for more detail on all of the control measures.

Evaluation of Program Effectiveness for Trash Management Area 4

Control Measure	Evaluation Method	Evaluation Method Details
Full Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases and actions taken by the property owners to reduce litter.

TMA 5 is the City’s largest industrial park on Giant Road which is an arterial street next to the railroad tracks. Rheem Creek passes through the TMA.

Key Characteristics of Trash Management Area 5

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
18.1	0.0%	100.0%	0.0%	0.0%	Industrial	Industrial Businesses and Vehicular-generated litter.

Summary of Control Measures and Implementation Schedule for Trash Management Area 5

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	- Connector pipe screens (installed 2012).		X		
Anti-littering Enforcement	- Vehicular littering violations (anticipated 2016) - Business trash violations (anticipated 2015)			X	X

The two full capture treatment devices capture a portion of the trash in TMA 5 but the remaining areas will require working with the businesses in the industrial park. Also, a lot of vehicles use Giant Road to travel from I-580 to Richmond and San Pablo neighborhoods. Since Giant Road is on the less visible side of town, vehicular litter may be a large source.

Evaluation of Program Effectiveness for Trash Management Area 5

Control Measure	Evaluation Method	Evaluation Method Details
Full Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases and actions taken by the property owners to reduce litter.

TMA 6 is the entrance to a predominately medium trash generating single-family neighborhood in TMA 11 from San Pablo Avenue. However, this small TMA is categorized as high trash predominately due to trash generated from the multi-family properties.

Key Characteristics of Trash Management Area 6

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
7.8	0.0%	100.0%	0.0%	0.0%	Residential	Multi-family Property litter

Though some of the sources of trash in this small TMA can be from vehicular-generated litter since a lot of people take this road to get home, the main source is the trash from the multi-family properties.

Summary of Control Measures and Implementation Schedule for Trash Management Area 6

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Anti-littering Enforcement	<ul style="list-style-type: none"> - Vehicular littering violations (anticipated 2016) - Multi-family property owner trash violations (anticipated 2015) - Pilfering enforcement (anticipated 2018) 			X	X
Improved Solid Waste Service	<ul style="list-style-type: none"> - Bulky item collection (2013) - Weekly solid waste collection (late 2014) 		X	X	

Evaluation of Program Effectiveness for Trash Management Area 6

Control Measure	Evaluation Method	Evaluation Method Details
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	<ul style="list-style-type: none"> - Document participation - Waste Audit 	<ul style="list-style-type: none"> - Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

TMA 7 is an elementary school. The reason it is its own TMA is because it is surrounded by a low generating residential area (TMA 14).

Key Characteristics of Trash Management Area 7

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
12.1	0.0%	90.1%	9.9%	0.0%	K-12 School	Pedestrian-generated litter

Unlike other schools that are surrounded by high generating neighborhoods, this school is surrounded by low generating residential area. Just a few parcels next to the entrance of the school are medium trash generators which is probably a result of trash generated from the school (trash from the parent’s car at pick-up or students littering in front of school while waiting to be picked up).

Summary of Control Measures and Implementation Schedule for Trash Management Area 7

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	Connector pipe screens (installed 2012).		X		
Anti-littering Enforcement	Pedestrian and vehicular littering violations (anticipated 2016)			X	

Unfortunately, the one full trash capture treatment device in TMA 7 treats the low trash generating area of TMA 14. The City will enforce littering violations but the main control measure will be to work with the school district since this is a non-jurisdictional area. Please see Section 3 of the plan for more detail on all of the control measures.

Evaluation of Program Effectiveness for Trash Management Area 7

Control Measure	Evaluation Method	Evaluation Method Details
Full Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.

TMA 8 consisted primarily of single family residential parcels with an arterial street (Church Lane) going through it. It also includes a church with its own school, the sporting fields of a private school (the main school offices are in the City of Richmond), and a privately owned subdivision.

Key Characteristics of Trash Management Area 8

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
39.1	0.0%	0.0%	73.1%	26.9%	Residential and K-12 School	Pedestrian or vehicular-generated litter

The private school is well maintained. Because of church activities, school, sporting events, and inadequate solid waste service, the area is mostly medium trash generating.

Summary of Control Measures and Implementation Schedule for Trash Management Area 8

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

Evaluation of Program Effectiveness for Trash Management Area 8

Control Measure	Evaluation Method	Evaluation Method Details
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	- Document participation - Waste Audit	- Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

TMA 9 consists primarily of single family residential homes on the south side of the City in between Rumrill Blvd and 23rd Street.

Key Characteristics of Trash Management Area 9

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
82.7	0.0%	0.0%	100.0%	0.0%	Residential	Pedestrian and Vehicular-generated litter

The main sources of trash in TMA 9 are from pedestrian and vehicle littering and inadequate solid waster service.

Summary of Control Measures and Implementation Schedule for Trash Management Area 9

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

Although there is no full capture treatment device in this TMA, since there are very few drain inlets in the south part of the city, all the trash drains to the full capture treatment devices in TMA 2. However, the City proposes to still implement the anti-littering enforcement but after the other TMAs with high trash generating areas have been addressed.

Evaluation of Program Effectiveness for Trash Management Area 9

Control Measure	Evaluation Method	Evaluation Method Details
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	- Document participation - Waste Audit	- Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

TMA 10 includes the City’s largest park (Davis Park) which is also the City’s hot spot location.

Key Characteristics of Trash Management Area 10

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
55.2	1.2%	0.0%	88.8%	9.9%	Residential and Urban Park	Pedestrian and Vehicular-generated litter

TMA 10 is primarily residential and medium trash generating. There is one business just north of Wildcat Creek that is a high trash generator.

Summary of Control Measures and Implementation Schedule for Trash Management Area 10

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
On-land Trash Cleanups	Davis Park cleaned monthly by volunteers.				X
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Business and multi-family property owner trash violations (anticipated 2015) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

The park has trash cans and is cleaned weekly. However, due to its high usage, there is always some trash present. Staff proposes increasing on-land cleanups with the help of volunteers.

Evaluation of Program Effectiveness for Trash Management Area 10

Control Measure	Evaluation Method	Evaluation Method Details
On-land Trash Cleanups	Document Maintenance	Track frequency and volume of materials cleaned up. Track volunteer hours.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	- Document participation - Waste Audit	- Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

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TMA 11 has Rumrill Blvd (an arterial street) going through it and is bordered on the west by Giant Road (also an arterial street). There is one school and a few businesses in this TMA.

Key Characteristics of Trash Management Area 11

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
265.3	0.3%	0.5%	96.0%	3.2%	Residential	Pedestrian and Vehicular-generated litter

Although the majority of this TMA is in the medium trash generating category, there are a few high and very high businesses which will be addressed first.

Summary of Control Measures and Implementation Schedule for Trash Management Area 11

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	Connector pipe screens (installed 2012).		X		
Partial-Capture Treatment Devices	Automatic retractable screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Business trash violations (anticipated 2015) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

Evaluation of Program Effectiveness for Trash Management Area 11

Control Measure	Evaluation Method	Evaluation Method Details
Full and Partial Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	- Document participation - Waste Audit	- Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

Amador Street is the main street in TMA 12.

Key Characteristics of Trash Management Area 12

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
60.3	0.0%	0.0%	95.3%	4.7%	Residential	Pedestrian and Vehicular-generated litter

TMA 12 is primarily residential but also includes one elementary school. Amador Street is used by the entire neighborhood to get to the freeway.

Summary of Control Measures and Implementation Schedule for Trash Management Area 12

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	Connector pipe screens (installed 2012).		X		
Anti-littering Enforcement	- Pedestrian and vehicular littering violations (anticipated 2016) - Pilfering enforcement (anticipated 2018)			X	X
Improved Solid Waste Service	- Bulky item collection (2013) - Weekly solid waste collection (late 2014)		X	X	

Evaluation of Program Effectiveness for Trash Management Area 12

Control Measure	Evaluation Method	Evaluation Method Details
Full and Partial Capture	Document Maintenance	Track frequency of clean outs, the amount of trash removed, the percent of debris removed.
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	- Document participation - Waste Audit	- Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

San Pablo Dam Road (an arterial road) cuts through TMA 13.

Key Characteristics of Trash Management Area 13

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
104.7	0.0%	0.0%	46.6%	53.4%	Urban Open	Wind Blown and Vehicular-generated litter

The majority of TMA 13 is urban open land use with some business and residential areas.

Summary of Control Measures and Implementation Schedule for Trash Management Area 13

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Anti-littering Enforcement	<ul style="list-style-type: none"> - Vehicular littering violations (anticipated 2016) - Business and multi-family property owner trash violations (anticipated 2015) - Pilfering enforcement (anticipated 2018) 			X	X
Improved Solid Waste Service	<ul style="list-style-type: none"> - Bulky item collection (2013) - Weekly solid waste collection (late 2014) 		X	X	

The majority of the trash in TMA 13 is blown by the wind into the urban open parcels and street from I-80. Staff plans on coordinating with Cal Trans but also working with the businesses. Please see Section 3 of the plan for more detail on all of the control measures.

Evaluation of Program Effectiveness for Trash Management Area 13

Control Measure	Evaluation Method	Evaluation Method Details
Anti-littering Enforcement	Document Enforcement	Track the number of enforcement cases.
Improved Solid Waste Service	<ul style="list-style-type: none"> - Document participation - Waste Audit 	<ul style="list-style-type: none"> - Track participation in the bulky item program. - Evaluate conditions before and after weekly solid waste collection program.

TMA 14 is the only TMA that is not contiguous in area and that is because this is the low trash generating areas of the City. The TMA includes a cemetery, a residential neighborhood, and two subdivisions with active Home Owners’ Associations.

Key Characteristics of Trash Management Area 14

Total Jurisdictional Area (Acres)	Percent in Trash Generation Category				Dominant Land Uses	Dominant Types and Sources of Trash
	Very High	High	Medium	Low		
247.8	0.0%	0.4%	5.2%	94.4%	Residential and Urban Open	Pedestrian-generated litter

In delineating TMA 14, a small amount of high and medium trash generating areas were accidentally included. Those areas will be treated with the same control measures as TMA 1 since they are adjacent to that TMA. The maps will be updated and submitted with the next Annual Report.

Summary of Control Measures and Implementation Schedule for Trash Management Area 14

Control Measure	Control Measure Details	Pre-MRP	12/2009 to 7/2014	7/2014 to 7/2017	After 7/2017
Full Capture Treatment Devices	- 2 LID projects (installed in 2008 and 2008)	X			
Trash Reduction Policies	- Single-Use Plastic Bag Ordinance (implemented 2014) - Polystyrene Ban Ordinance (anticipated 2015)		X	X	

The main reason TMA 14 has low trash generation is predominately due the municipal efforts prior to the MRP adoption detailed in Section 3. Also, a large portion of TMA 14 includes a cemetery (which has LID facilities) and the two subdivisions (one has LID facilities) are gated and well maintained by the Home Owners’ Association. The trash reduction policies in addition to the City’s existing efforts, will hopefully maintain these areas as low trash generating.

Evaluation of Program Effectiveness for Trash Management Area 14

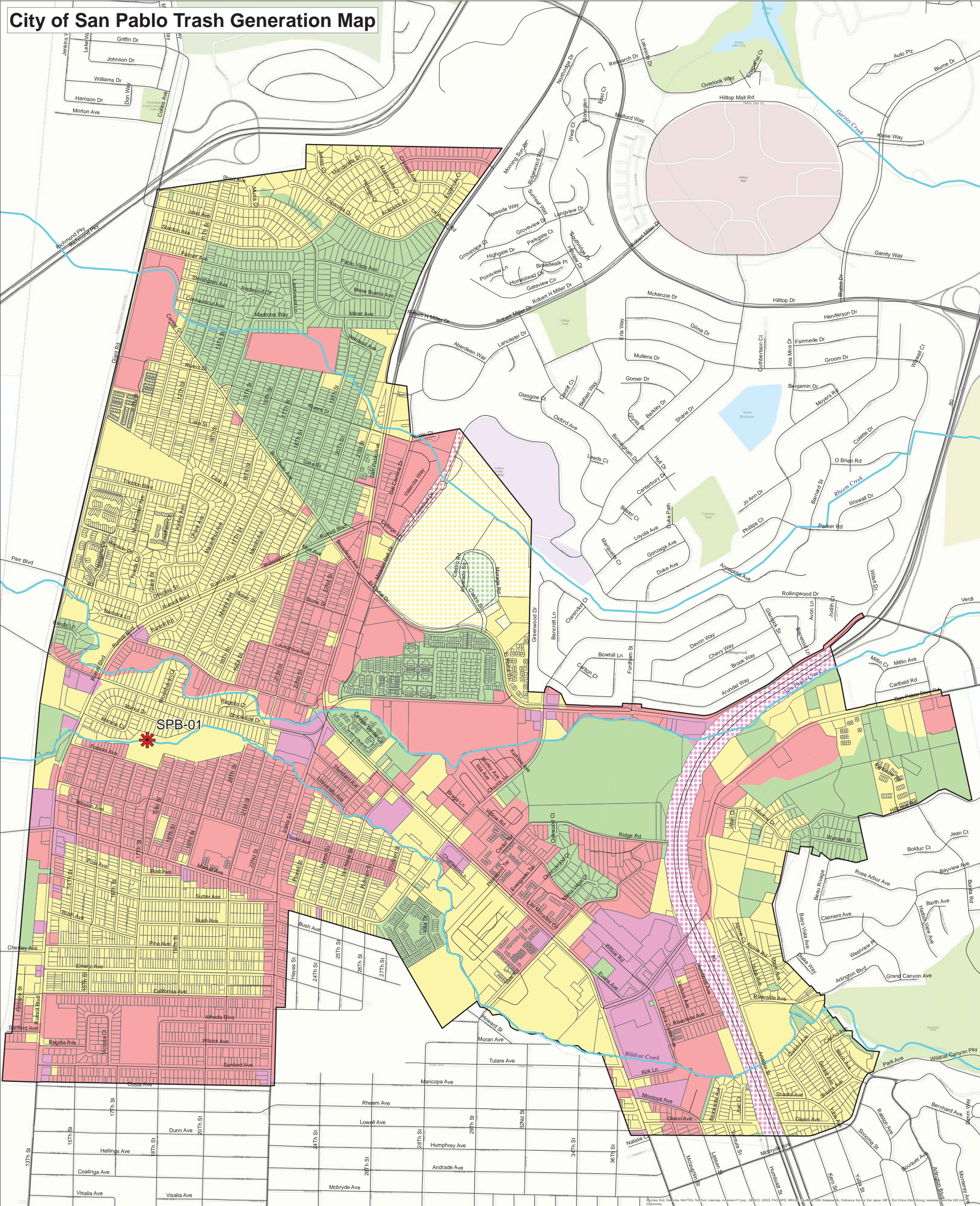
Control Measure	Evaluation Method	Evaluation Method Details
Full Capture	Document Maintenance	Inspect LID facilities per MRP to ensure they are properly maintained.
Trash Reduction Policies	Document Enforcement and Review Hot-Spot Assessment	- Track the number of enforcement cases. - The number of plastic bags and Styrofoam found at the hot-spot location pre and post the ordinance adoption will be compared.



EXHIBIT 2



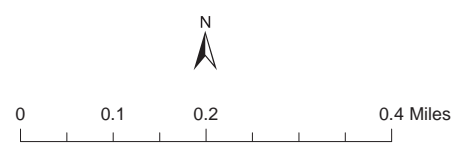
City of San Pablo Trash Generation Map



Legend

Trash Generation Category

- Low
- Medium
- High
- Very High
- ✱ Creek/Shoreline Hotspot
- Non-Jurisdictional (Dot color = Generation Category)
- Streets
- Agency Boundary
- Creeks
- Parcel Boundary

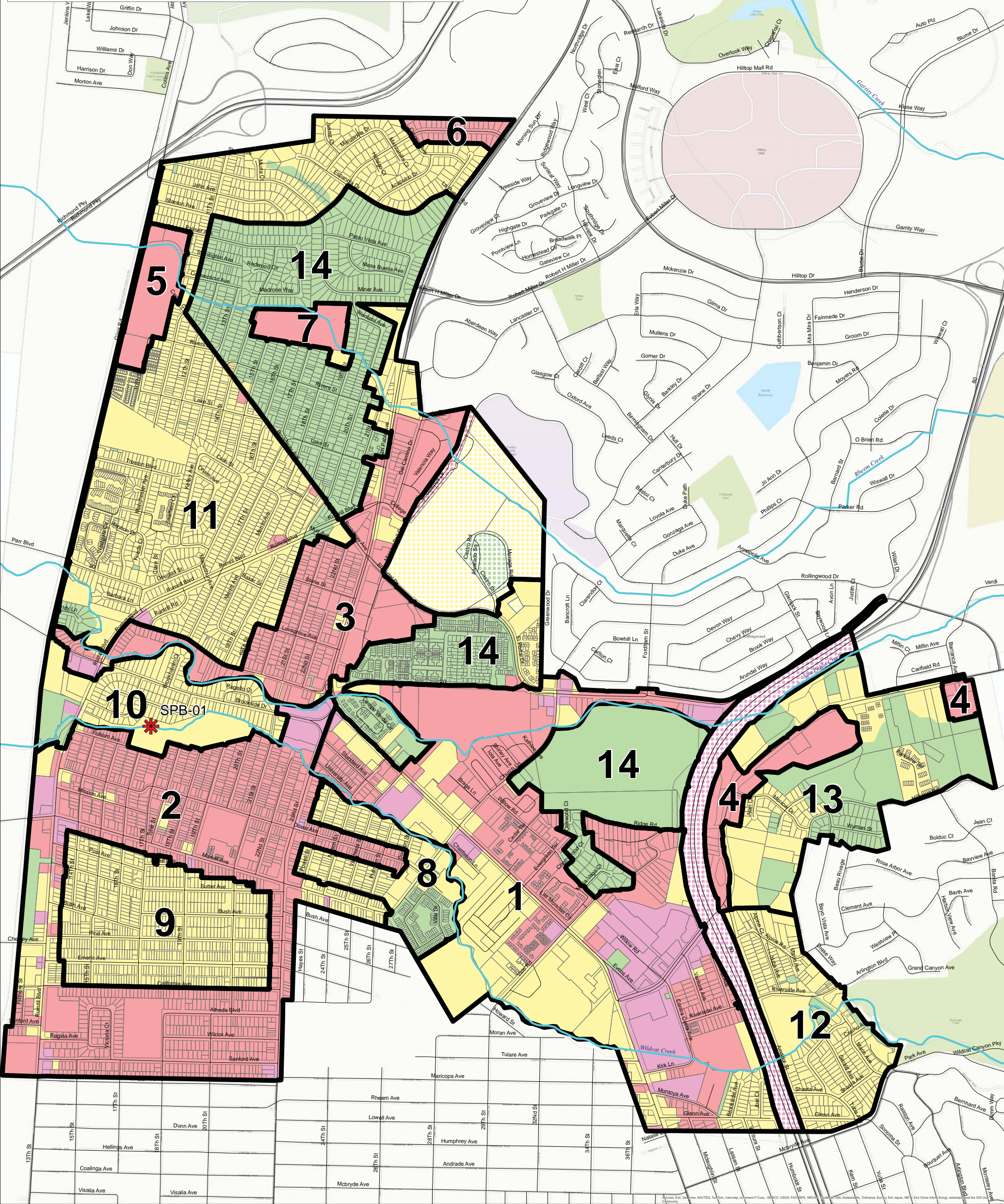


Data Sources:
 Roads: Tele Atlas
 City Boundaries: Contra Costa County
 Background: ESRI World Topographic Map

Map Created By:
 EOA, Inc.

Date:
 December 6th, 2013

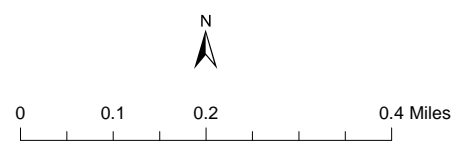
City of San Pablo Trash Management Areas Map



Legend

Trash Generation Category

- Low
- Medium
- High
- Very High
- * Creek/Shoreline Hotspot
- Trash Management Area
- Non-Jurisdictional (Dot color = Generation Category)
- Streets
- Agency Boundary
- Creeks
- Parcel Boundary

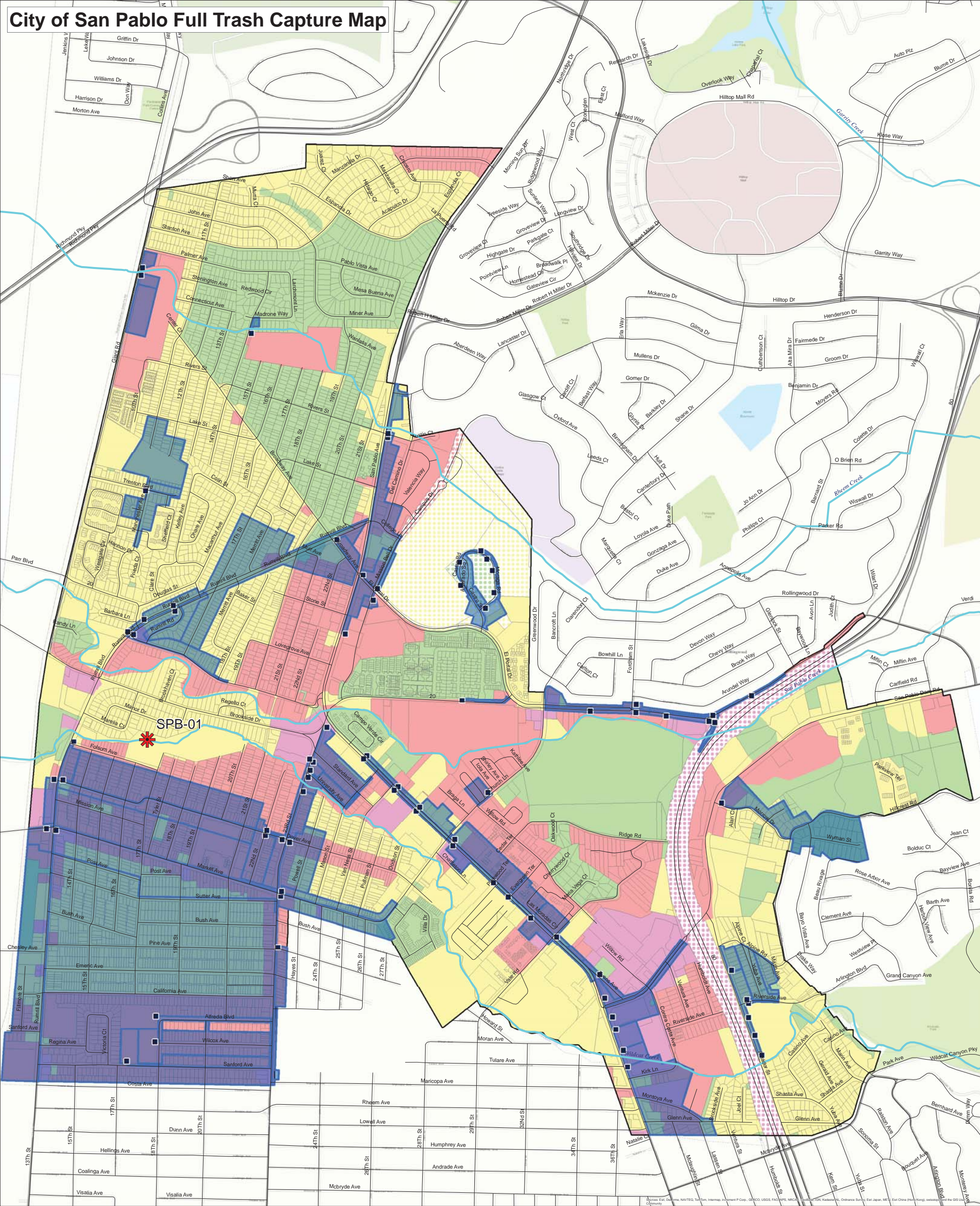


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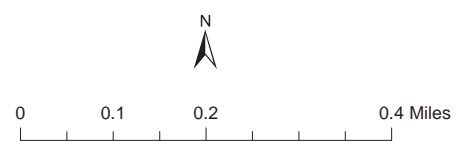
Date:
 December 6th, 2013

City of San Pablo Full Trash Capture Map



Legend

 Low	 Medium	 High	 Very High	 Full-Capture Location	 Full Trash Capture	 Non-Jurisdictional (Dot color = Generation Category)	 Streets	 Agency Boundary	 Creeks	 Parcel Boundary
			 Creek/Shoreline Hotspot							

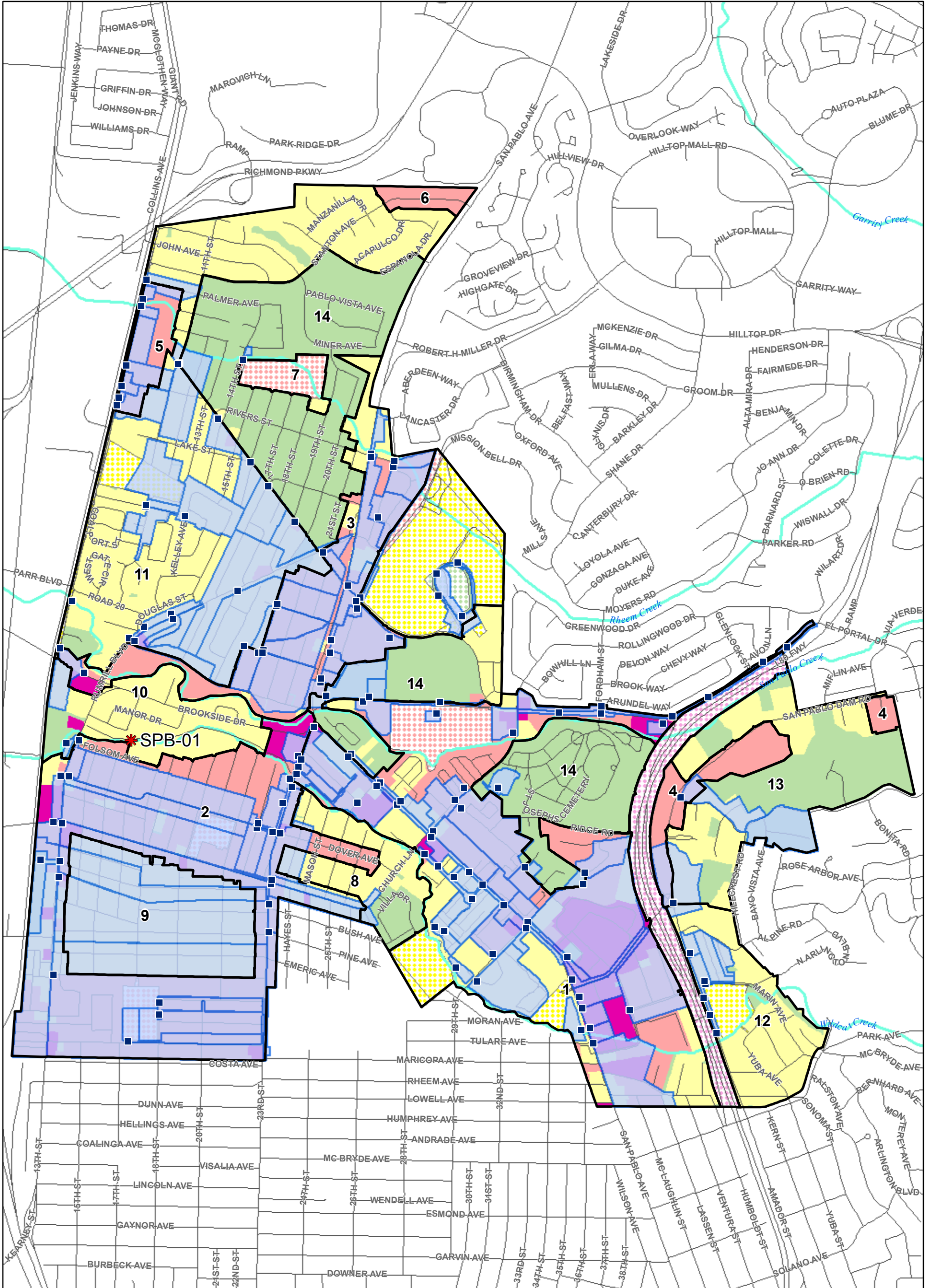


Data Sources:
 Roads: Tele Atlas
 City Boundaries: Contra Costa County
 Background: ESRI World Topographic Map

Map Created By:
 EOA, Inc.

Date:
 January 15th, 2014

Exhibit 2 – City of San Pablo Full Trash Capture and Trash Management Area Map



San Pablo Full Trash Capture and Trash Management Area Map

<p>Trash Generation Category</p> <ul style="list-style-type: none"> Low Medium High Very High 	<ul style="list-style-type: none"> * Creek/Shoreline Hotspot Trash Management Area ■ Full-Capture Location Full Trash Capture Non-Jurisdictional (Dot color = Generation Category) 	<ul style="list-style-type: none"> Streets Creeks Parcel Boundary Map Matchline 	<p>0 0.05 0.1 0.2 Miles</p>	<p style="text-align: center;">N</p>	<p>CONTRA COSTA CLEAN WATER PROGRAM</p>
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Information contained on these maps is for the sole purpose of the Contra Costa Clean Water Program. Accuracy of the data is not guaranteed.
Map Created By CCCWP GIS

8/3/2022



EXHIBIT 3

Section by Section Citywide Analysis of Trash Management Strategy

City Section 1: South of Wildcat Creek from Western City boundary to 23 rd Street								
TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
2	Very High	Food Barn	1835 Rumrill Blvd	<ul style="list-style-type: none"> No know operating SD inlets Site has flooding issues 	On site visit to determine the existence of SD inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
2	High	Lau Family Center	1865 Rumrill Blvd Suite G	<ul style="list-style-type: none"> Parking lot has at least one SD inlet 		Ordinance to require private FTC device or site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records
2	Medium	Rumrill Place Apartments	1883 Rumrill Blvd	<ul style="list-style-type: none"> Gated Apartment complex 	On site visit to determine the existence of SD inlets	If site is well managed could change base map to low; or Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
2	High	Folsom/ Dover Neighborhood	Folsom Ave/Dover from Rumrill to 18 th Street	<ul style="list-style-type: none"> Currently 6 SD inlets Likely too small for CPS units 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC Device	RFP for FTC device	San Pablo maintenance of device and tracking through Cartegraph
2	High	Dover Neighborhood	Dover Ave. from 19 th to 22 nd Street	<ul style="list-style-type: none"> No SD inlets or pipes in this area Overland flow directly to creek 		On-land clean up	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA
2	Very High	23 rd Street Pocket Park/ Trail	23 rd Street Pocket Park/ Trail	<ul style="list-style-type: none"> No SD inlets or pipes in this area Overland flow directly to creek 		On-land clean up	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA

City Section 2: Between Wildcat Creek and San Pablo Creek from Western City boundary to 23rd Street/San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
10	Very High	Old Chevron site	2001 Rumrill Blvd	<ul style="list-style-type: none"> • Gated Site • Vacant Lot • Potentially City owned in future 	On site visit to determine the existence of SD inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
3	Very High and Medium	Rumrill Business Park	2031 Rumrill Blvd	<ul style="list-style-type: none"> • Has inlet on site 		Ordinance to require private FTC device or site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
10	Medium	Residential Neighborhood	Rumrill to 23rd south of Brookside north of Wildcat Creek	<ul style="list-style-type: none"> • SD inlets on Rumrill (3) to can have FTC devices installed • 3 SD inlets Marelia Ct • Inlets on Marelia too small for FTC devices 	Review new inlets sizes on Rumrill and Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC Device	RFP for FTC device	San Pablo maintenance of device and tracking through Cartegraph
2	Very high	Inglesa Ni Cristo Church	2060 Brookside Dr	<ul style="list-style-type: none"> • No known conditions 	Determine if any on-site inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
2	Very high	Grocery Outlet Center	2079 23rd St	<ul style="list-style-type: none"> • No known conditions 	Determine if any on-site inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
2	Very high	Kennedy Plaza	Corner of Brookside and 23 rd Street	<ul style="list-style-type: none"> • No SD inlets or pipes in this area • Overland flow directly to creek • Area could get redeveloped with SPA 		On-land clean up	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA

City Section 2: Between Wildcat Creek and San Pablo Creek from Western City boundary to 23rd Street/San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
				Bridge Replacement Project				
10	Medium	Residential Neighborhood	Rumrill to 23 rd north of Brookside south of San Pablo Creek	<ul style="list-style-type: none"> • One inlet on Brookhaven • 	Review new inlets sizes on Rumrill and Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	On-land clean up or FTC Device	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	San Pablo maintenance of device and tracking through Cartegraph Or OVTA
10	Very High	Old Chevron site	2001 Rumrill Blvd	<ul style="list-style-type: none"> • Gated Site • Vacant Lot • Potentially City owned in future 	On site visit to determine the existence of SD inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
11	Medium	Checkers towing	2274 Giant Hwy	<ul style="list-style-type: none"> • No known inlets on site 	Determine if any on-site inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 3: North of San Pablo Creek Between Rumrill and San Pablo Ave and Broadway

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
3	High	Apartment Complex	1320 Rd 20	<ul style="list-style-type: none"> No known inlets on site 	On site visit to determine the existence of SD inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
3	High	Residential Neighborhood	Neighborhood north of San Pablo Creek south of Road 20	<ul style="list-style-type: none"> All properties drain directly to creek Only 2 SD inlet on road 20 	Review new inlets size on Rumrill and Review SD inlet data in Cartegraph to determine if FTC device will fit and which type Need to determine how to manage residential that drains directly to creek	On-land clean up or FTC Device	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	San Pablo maintenance of device and tracking through Cartegraph Or OVTA
3	High	Acacia Palms Apartments/ Guadalupe Campos	2134 Rd 20	<ul style="list-style-type: none"> No know conditions 	Determine if any on-site inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
3	High & Medium	Kennedy Plaza Dental Building	2232 Rd 20	<ul style="list-style-type: none"> City owns parking lot (but not building) Site may be impacted by SPA bridge project No known inlets 	Determine if any on-site inlets	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
3	High	Vacant lot (parking lots)	14555 San Pablo Ave	<ul style="list-style-type: none"> No SD inlets Likely drains to SPA 	Confirm area drains to SPA	May require an update to maps to include this area in current FTC device or	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for	San Pablo maintenance of device and tracking

City Section 3: North of San Pablo Creek Between Rumrill and San Pablo Ave and Broadway

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
						Need to check if can install FTC on Purisima St or corner of El Portal and SPA to cover this area	on-land clean ups, volunteer groups or other)	through Cartegraph Or OVTA
3	High	San Pablo Ave. Roadway	SPA from Purisima St to Broadway	<ul style="list-style-type: none"> • Need to determine where this drains 	Confirm area drains to SPA	<p>May require an update to maps to include this area in current FTC device or</p> <p>Need to check if can install FTC on Purisima St or corner of El Portal and SPA to cover this area</p>	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	San Pablo maintenance of device and tracking through Cartegraph Or OVTA

City Section 4: North of San Pablo Creek Between Giant and Broadway and Rumrill

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
11	Medium	Mac Arthur Church	- 2301 Rumrill Blvd	<ul style="list-style-type: none"> One inlet on site near meal on wheels site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
11	Medium	Westgate housing	Westgate Cr	<ul style="list-style-type: none"> Complex with good HOA Very Clean site Has SD inlets on site 	one	If site is well managed could change base map to low; or Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
11	Medium	Westpark Apartment Complex	2600 Giant Hwy	<ul style="list-style-type: none"> Gated Community with good HOA Has on site drains 	None	If site is well managed could change base map to low; or Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	OVTA
11	Medium	Devon Square Condos	2741 Holly Street	<ul style="list-style-type: none"> Many inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
5	High	Giant Road Apartments	2832 Giant Hwy	<ul style="list-style-type: none"> Many inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
11	Medium	Residential Neighborhood	Remaining residential area between Giant Rd, Broadway Ave. and Rumrill Blvd.	<ul style="list-style-type: none"> Need to determine drainage areas for this location. Potential for much of the area north of Lake Elementary and Colin St, an west of 15th Street to be treated by 	Review new inlets size on Rumrill and Review SD inlet data in Cartegraph to determine if FTC device will fit and which type - 2 on Road 20			

City Section 4: North of San Pablo Creek Between Giant and Broadway and Rumrill

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
				potential future LID near school site	<ul style="list-style-type: none"> - 12 on Giant Rd. - 3 on Trenton - 4 on Kelly 			
5	High	Giant Trade Center	3000 Giant Hwy	<ul style="list-style-type: none"> • Many inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 5: North of Broadway Ave and Rumrill Blvd between Giant Rd. and San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
5	High	Giant Trade Center	3000 Giant Hwy	<ul style="list-style-type: none"> • Many inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
11	Medium	Residential Neighborhood	Neighborhood between Giant trade Center and 11 th St.	<ul style="list-style-type: none"> • FTC devices (11) <ul style="list-style-type: none"> - Stonington (1) - Connecticut (3) - Stanton (1) - John (2) - Miner (2) - Giant (2) 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
11	Medium	Residential Neighborhood	Stanton Ave	<ul style="list-style-type: none"> • 2 SD inlets 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type Potential for this area to be covered by one large device near Connecticut Ave or 13 th St.	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
11	Medium	Iglesia Bautista	2965 19th St	<ul style="list-style-type: none"> • No SD inlet on site 	None	OVTA with Street cleanups	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA

City Section 5: North of Broadway Ave and Rumrill Blvd between Giant Rd. and San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
11 & 6	Medium & High	Neighborhood North of Karlson Creek/Water way	Espanillo Ct. and Espanola Dr (and everything north to City limits)	<ul style="list-style-type: none"> 7 D inlets on Espanillo and Espanola; however these inlets have not allowed CPS units to be installed in the past 	<ul style="list-style-type: none"> Review SD inlet data in Cartegraph to determine if FTC device will fit and which type Likely need to determine drainage area for inlets to confirm FTC will not cause flooding Potential for this area to be covered by one large device near Connecticut Ave or 13th St. 	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
3	Medium	Wanlass Park	2450 Rd 20	<ul style="list-style-type: none"> There is a drainage ditch and 3 SD inlets on site. However likely not conducive for FTC 	None	OVTA with Park cleanups	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA
3	Medium	Corner of San Pablo Ave. and Rivers	Fraternal Order of Eagles- 2100 Rivers St, San Pablo Motel- 14771 San Pablo Ave Parking lot on the corner of Rivers and 21 ^s	<ul style="list-style-type: none"> Need to determine drainage for this location. San Pablo Motel has on site SD inlets 	<ul style="list-style-type: none"> Need to determine drainage for this location. May need a FTC device on Howard or Rivers near 14th to cover this area? 	<ul style="list-style-type: none"> 2100 Rivers should either already be covered by a FTC San Pablo Motel will likely require ordinance requiring on-site trash management Parking lot will be covered by City-owned FTC 	OVTA to justify ordinance requirement for private parcel RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other) for areas that drain to public ROW	Review of FTC device maintenance records or OVTA

City Section 5: North of Broadway Ave and Rumrill Blvd between Giant Rd. and San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
3	Medium & High	San Pablo Ave between Lake St and Rumrill Blvd	14600 Block of San Pablo Ave.	<ul style="list-style-type: none"> • 7 different properties • All commercial sites (except one church) 	<ul style="list-style-type: none"> • Determine if any onsite SD inlets • Determine where the sites drain to 	<ul style="list-style-type: none"> • Either already covered by FTC on SPA or • Ordinance requiring on-site trash management 	OVTA to justify ordinance requirement for private parcel	OVTA

City Section 6: East of SPA North of El Portal to I-80 (including parcels on El Portal)

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
3	Medium	Roadway Inn	14800 San Pablo Ave	<ul style="list-style-type: none"> • SD inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
3	Medium	Public Storage	14820 San Pablo Ave	<ul style="list-style-type: none"> • No know conditions 	Determine if any SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
3, 14 & 1	Medium and High	El Portal Drive (roadway)	El Portal from Mission Bell Dr. to Church Lane	<ul style="list-style-type: none"> • 4 SD Inlets 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
NA	Medium	Self-Storage Facility and Future Park Project	2600 Moraga	<ul style="list-style-type: none"> • The map is incorrect at this site. Used to be a school site so listed as non-jurisdictional however is owned by the City. • Half of the parcel is currently undergoing redevelopment as a self-storage facility, will be C.3 Compliance. • Half of the site has plans to be redeveloped as a Park. 	None	None- Site will be compliance after development.	None	Current FTC maintenance schedule.

City Section 6: East of SPA North of EI Portal to I-80 (including parcels on EI Portal)

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
14	Medium	West County School District Maintenance Yard	2550 Moraga Road	<ul style="list-style-type: none"> SD Inlets on site 	<ul style="list-style-type: none"> None 	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
14	Medium	County Transition Housing site	2555 EI Portal Dr	<ul style="list-style-type: none"> Current under re-development to be transitional housing 	Need to ensure site installs FTC. This condition was part of their development agreement.	None	None	Review of FTC device maintenance records
14	Medium	Vacant Building	2523 EI Portal Dr STE. 201	<ul style="list-style-type: none"> Currently vacant site 	Need to determine if SD inlets on site	<ul style="list-style-type: none"> Ordinance requiring on-site trash management If sold or re-developed then include conditions regarding trash controls 	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
14	Medium	Rancho San Pablo	2561-2595 EI Portal Drive (HOA)	<ul style="list-style-type: none"> Inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	Daytona Motors	2697 EI Portal Dr	<ul style="list-style-type: none"> Unknown 	Need to determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium and high	EI Portal/ Rollingwood Roadway	EI Portal Dr./ Rollingwood Dr.	<ul style="list-style-type: none"> 3 SD inlets in the area without FTC devices 	<p>Determine where the road drains.</p> <p>Review SD inlet data in Cartegraph to determine if FTC device will fit and which type</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)

City Section 6: East of SPA North of EI Portal to I-80 (including parcels on EI Portal)

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1	High	Private Properties off EI Portal Between Church and I-80	2862 EI Portal Dr. 2850 EI Portal Dr. 2846 EI Portal Dr. 2732 EI Portal Dr. 2716 EI Portal Dr. 2708 EI Portal Dr. 2708 EI Portal Dr. 2652 Church Ln.	<ul style="list-style-type: none"> Unknown 	<p>Need to determine if SD inlets on site</p> <p>Need to determine if they drain to the street and are covered by the FTC on EI Portal or if they drain directly to the creek</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	County Owned Creek Parcel	APN 416-102-007	<ul style="list-style-type: none"> No infrastructure 	None	MOU with the County requiring on-site trash management		Review of FTC device maintenance records or OVTA

City Section 7: South of El Portal, East of Church Lane to I-80 and San Pablo Dam Road

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1 & 14	All	Willow neighborhood and San Pablo Town Center	Multiple	<ul style="list-style-type: none"> The entire area should be covered by the new FTC device(s) installed as part of the Caltrans project 	If there are any areas not covered by current FTC or the new Caltrans FTC then we will need to determine if a FTC device will service that area.	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)

City Section 8: Triangle South of Road 20 between Church Lane and Sand Pablo Ave

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1	High	Church Lane housing	2555 Church Ln	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>If no SD inlet we need to determine where the area drains to</p>	<p>Likely drains to device on Church Lane if not:</p> <p>Ordinance requiring on-site trash management</p>	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	Kimball's Mobile Home Park	2451 Church Ln	<ul style="list-style-type: none"> Has multiple SD inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	Mobile Home Park	2425 Church Ln	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>If no SD inlet we need to determine where the area drains to</p>	<p>Likely drains to device on Church Lane if not:</p> <p>Ordinance requiring on-site trash management</p>	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	MUD	2637 Braga Ln	<ul style="list-style-type: none"> Has multiple SD inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High & Medium	Idle Wheels Mobile Home Park	13900 San Pablo Ave	<ul style="list-style-type: none"> Has multiple SD inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	San Pablo PD	13880 San Pablo Ave	<ul style="list-style-type: none"> Has multiple SD inlets on site PD will be moving to a new building and the site will be redeveloped 	None	While City-owned manage with on-site trash pick-up and when sold managed through LID compliance	none	OVTA
1	Medium	iSmile Dental	13902 San Pablo Ave	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>If no SD inlet we need to determine</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 8: Triangle South of Road 20 between Church Lane and Sand Pablo Ave

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					where the area drains to			
1	Medium	Old Fire Station, now operated by PD	13928 San Pablo Ave	<ul style="list-style-type: none"> Unknown 	None	While City-owned manage with on-site trash pick-up and when sold managed through LID compliance	none	OVTA
1	Medium	DaVita	14020 San Pablo Ave	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>If no SD inlet we need to determine where the area drains to</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	N/A	2364 Rd 20	<ul style="list-style-type: none"> Site is currently in development review 	None	Site will be treated through new development	none	Review of FTC or C3 O&M schedule
1	High	N/A	2394 Rd 20 / 2422 Rd 20	<ul style="list-style-type: none"> This seems to be a shared parking lot with two different buildings Has SD inlets on site 	Need to determine if current public ROW FTC treats this area.	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
14	High	Speedway Gas Station	2601 Rd 20	<ul style="list-style-type: none"> Has SD inlets on site 	None	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 9: South of SPA, North of City Boundary from 23rd to Church Lane

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
8	Medium and High	Powell Street	Powell Street and adjacent residential	<ul style="list-style-type: none"> No SD inlets or pipes in this location. Area drains directly to creek vis overland flow 	None	On-land clean up	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA
2 & 8	Medium and High	Mason Street	Mason Street and adjacent residential	<ul style="list-style-type: none"> No SD inlets or pipes in this location. Area drains directly to creek vis overland flow 	Confirm that all of the street drains towards the creek	On-land clean up	Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	OVTA
2 & 8	Medium and High	Van Ness Street	Van Ness Street and adjacent residential	<ul style="list-style-type: none"> 4 SD inlets in on this street 	<p>Determine where the road drains.</p> <p>Review SD inlet data in Cartegraph to determine if FTC device will fit and which type</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
2 & 8	Medium and High	Pullman Street	Pullman Street and adjacent residential	<ul style="list-style-type: none"> No SD inlets or pipes in this location. Area drains directly to creek vis overland flow 	<p>Determine where the road drains.</p> <p>Review SD inlet data in Cartegraph to determine if FTC device will fit and which type</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)

City Section 9: South of SPA, North of City Boundary from 23rd to Church Lane

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
2 & 8	Medium and High	Dodson Street	Dodson Street and adjacent residential	<ul style="list-style-type: none"> • 2 SD inlets. 	<p>Determine where the road drains.</p> <p>Review SD inlet data in Cartegraph to determine if FTC device will fit and which type</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
8	Medium	Senior Center	1943 Church Ln.	<ul style="list-style-type: none"> • 3 SD inlets on or near site 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
8	Medium	St. Paul School and Church	1825 Church Ln	<ul style="list-style-type: none"> • Unknown 	<p>Determine if SD inlets on site</p> <p>If no SD inlet we need to determine where the area drains to</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
8	Medium	Church Lane	Church Lane Roadway	<ul style="list-style-type: none"> • 6 SD inlets 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g.

City Section 9: South of SPA, North of City Boundary from 23rd to Church Lane

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
							clean ups, volunteer groups or other)	additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
1	Medium	Old City Hall	13831 San Pablo Ave	<ul style="list-style-type: none"> • Currently in Development review 	None	Site will be managed through development conditions	FTC and LID	Review of FTC or C3 O&M schedule

City Section 10: South of SPA, North of City Boundary from Church Lane to Vale

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1	Very High	San Pablo Library	13751 San Pablo Ave	<ul style="list-style-type: none"> Inlets on site Site is operated by the City but owned by private entity 	<p>Does the City want to require by ordinance or managed the site internally</p> <p>Review SD inlet data in on site, information not in Cartegraph</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
1	Medium	Vacant Lot	13717 San Pablo Ave.	<ul style="list-style-type: none"> Currently in development process 	None	Site will be managed through development conditions	FTC and LID	Review of FTC or C3 O&M schedule
1	Medium	Parcel C and D: Future PD building and Housing Development	N/A	<ul style="list-style-type: none"> Both parcels are currently in the development process 	None	Site will be managed through development conditions	FTC and LID	Review of FTC or C3 O&M schedule
1	Medium	Brookvale Medical Center	2111 Vale Rd	<ul style="list-style-type: none"> Site is partially covered by LID 	<p>Check if other inlets on site, if not then covered determine if area is covered by the LID.</p> <p>May need FTC in LID due to sizing</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	Lifelong Medical Center	2023 Vale Rd	<ul style="list-style-type: none"> Unknown 	Determine if SD inlets on site. If not determine where area drains, may	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 10: South of SPA, North of City Boundary from Church Lane to Vale

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					already be covered by FTC.			
1	Medium	Vale Road Roadway	Vale Road	<ul style="list-style-type: none"> All known inlets have FTC devices. 	Need to determine where remaining area drains to determine if mapping needs update or if there is an additional drain.	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
1	Medium	Creek Area/trail	None	<ul style="list-style-type: none"> There are parcels that are solely creek area Currently do creek and shoreline clean ups 	How do we deal with this from a trash mapping perspective?	Unknown. Potentially need to discuss this area with Water Board and get it removed from the map?	TBD	TBD
1	Medium	Salesian College Prep	2851 Salesian Ave, Richmond, CA 94804	<ul style="list-style-type: none"> Football field is in San Pablo, remaining school area is in Richmond Site is on old version of SD TMA map but not in the updated online version 	<p>Determine if any SD inlets on site</p> <p>Need to fix CCCWP online mapping tool</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 11: South of San Pablo Ave, North of City Boundary from Vale to San Pablo Ave.

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1	Medium	Casino Property Parking Lot	13255 San Pablo Ave	<ul style="list-style-type: none"> Property with Casino Building is non-jurisdictional. City has jurisdiction over parking lots Site has some LID 	Determine if any SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	San Pablo Ave. Roadway	San Pablo Ave. Roadway	<ul style="list-style-type: none"> Most SD inlets on SPA have FTC devices. 2 remaining without FTC Need to determine how area drains 	<p>Need to determine how area drains</p> <p>Some area may drain to Richmond</p> <p>Review SD inlet data in on site, information not in Cartegraph</p>	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
1	Medium	El Pollo Loco	13139 San Pablo Ave	<ul style="list-style-type: none"> Hs inlets on site 	Need to determine if some of the site drains to public ROW	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	Chevron San Pablo	13065 San Pablo Ave	<ul style="list-style-type: none"> Unknown 	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	MUD?	13041 San Pablo Ave, Richmond, CA 94805	<ul style="list-style-type: none"> Unknown 	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	World Gas Station	13013 San Pablo Ave, Richmond, CA 94805	<ul style="list-style-type: none"> Unknown 	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 12: North of San Pablo Ave. East to I-80 to Southern City Boundary to San Pablo Dam Road

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
1	Very high	Food Maxx Shopping Center	13220 San Pablo Ave.	• Unknown	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	High	Villa Alvarado Apartments	1330 Contra Costa Ave m303	• Unknown	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	San Pablo Mini Storage	5310 Riverside Ave	• Unknown	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
1	Medium	Glenn Ave Neighborhood	Residential on Glenn, Brookside and Joel	• 3 SD inlets	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
1	High	Montoya Garden Apartments	5005 Montoya Ave, Richmond, CA 94805	• Unknown	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
12	Medium	Glenn Ave. Yuba Neighborhood to Riverside Elementary	Residential Neighborhood with Shasta Ave, Marin Ave, Gerald Ave, Yuba St, Casino Ave	<ul style="list-style-type: none"> • 4 SD inlets • This neighborhood is usually clean 	None	Outreach with OVTAs	Outreach with OVTAs	OVTA
12	Medium	Alpine Road	Alpine Road and adjacent residential	<ul style="list-style-type: none"> • 1 SD inlet 	Review SD inlet data in Cartegraph to determine if FTC device will fit and which type	FTC	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)	RFP for FTC device or Determine strategy for public area on-land clean ups (e.g. additional maintenance personnel, RFP for on-land clean ups, volunteer groups or other)
13	Medium	Frontier Mobile Home Park	2990 San Pablo Dam Rd	<ul style="list-style-type: none"> • Unknown 	Determine if SD inlets on site	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
4 & 13	Medium and High	San Pablo Dam Road (SPDR) Roadway	San Pablo Dam Road (SPDR) Roadway	<ul style="list-style-type: none"> • No current devices on SPDR • 18 potential locations for SD inlet devices 	<p>Review SD inlet data in Cartegraph to determine if FTC device will fit and which type</p> <p>Determine if 2-3 large devices could capture large areas</p>	<p>Three (3) new devices near Morro Dr. OR potentially one large devices near Jellys (not sure if feasible)</p> <p>Potentially 2-3 large devices for East end</p> <ul style="list-style-type: none"> - One near 4100 Barranca St. - One near 3445 San Pablo Dam Road 	TBD	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					Need to do analysis to determine if it is more cost effective to do large or small devices and if either devices will cover private drainage areas	<ul style="list-style-type: none"> - One southwest of 3255 SPDR near Public Storage There is the potential that a combination of devices in the Public ROW will address all or most of the private properties on SPDR. If public FTC do not cover the private areas then the below address need to be assessed		
4	High	Jelly's Place	2905 San Pablo Dam Rd	<ul style="list-style-type: none"> • Unknown 	Determine if SD inlets on site There is the potential that a combination of devices in the Public ROW will address this property.	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
4	High	Grand Prix	3080 San Pablo Dam Rd	<ul style="list-style-type: none"> • Unknown 	Determine if SD inlets on site There is the potential that a combination of devices in the Public ROW will	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					address this property.			
4	High	Windy Flats	3131 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Morrow Drive Neighborhood		<ul style="list-style-type: none"> 	There is the potential that a combination of devices in the Public ROW will address this property.			
4	High	Raley's Shopping Center		<ul style="list-style-type: none"> Has inlets on site 	There is the potential that a combination of devices in the Public ROW will address this property.	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Public Storage	3255 San Pablo Dam Rd	<ul style="list-style-type: none"> Has inlets on site 	There is the potential that a combination of devices in the	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					Public ROW will address this property.			
13	Medium	Mobile Gas Station	3363 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	3401 San Pablo Dam Rd	3401 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Security Public Storage	3415 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					address this property.			
13	Medium	Velocity Mobile Auto Glass	3412 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Residential	3430 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Extra Space Storage	3500 San Pablo Dam	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA

City Section 13: East of I-80 and San Pablo Dam Road/ Amador to City Boundary

TMA	Trash Generation Rate	Location Name	Address	Current Conditions	Items still to be determined	Anticipated Trash Management Strategy	Anticipated Requirement to implement Trash Management Strategy	Anticipated Ongoing Compliance Requirement
					address this property.			
13	Medium	Falcon Critical Care Transport	3508 San Pablo Dam Rd	<ul style="list-style-type: none"> Unknown 	<p>Determine if SD inlets on site</p> <p>There is the potential that a combination of devices in the Public ROW will address this property.</p>	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA
13	Medium	Future Storage Site	3516 San Pablo Dam Rd	<ul style="list-style-type: none"> Site is currently under redevelopment 	none	Site will be managed through development conditions	FTC and LID	Review of FTC or C3 O&M schedule
4	High	Plaza Sobrante	3550 San Pablo Dam Rd	<ul style="list-style-type: none"> Has inlets on site 	There is the potential that a combination of devices in the Public ROW will address this property.	Ordinance requiring on-site trash management	OVTA to justify ordinance requirement	Review of FTC device maintenance records or OVTA



EXHIBIT 4

**CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES**

Project No. [REDACTED] / Agreement No. [REDACTED]

THIS AGREEMENT (“**Agreement**”), dated and effective this [REDACTED] day of [REDACTED], 20[REDACTED] (“**Effective Date**”), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (“**City**”), and [REDACTED], a [REDACTED], (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the City desires to engage a consultant to provide [REDACTED] services to the City (“**Services**”) as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City’s best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City’s Request for Proposals, dated [REDACTED] and any addenda thereto (“**RFP**”), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant’s proposal dated [REDACTED] (“**Proposal**”), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services (“**Additional Services**”) subject to prior written authorization by the City, as further specified below in Section (3), “Additional Services.”

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee (“**City Manager**”). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City’s discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City’s

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to provide proof of COVID-19 vaccination, as well as comply with the City's COVID policies on-site.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of [REDACTED] as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify

under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed _____ Dollars <write out amount> (\$) as follows:

<Indicate any special payment arrangement, if applicable, e.g., hourly rates.>

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement (“Term”) begins on the Effective Date set forth above, and expires on [REDACTED]. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City’s objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant’s services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant’s signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide

the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) Written Reports and Documents. In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) Record and Fiscal Control System. Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) Access to Records; Audits. The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) Consultant's Testimony. Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in

effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.

- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- 3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees,

agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence,

recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“**ADA**”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) **Local Subcontracting – Outreach.** Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) **Termination.**

A. **Termination for Convenience.** City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. **Termination for Cause.** City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all

damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. **Immediate Termination.** City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in

compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) Breach. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:
Name, Title

Address

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

- This Agreement is subject to federal funding. See Exhibit C.
 This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current LAPM requirements.**]

- This Agreement is subject to funding by Caltrans. See Exhibit D.
- This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Teresa L. Stricker, City Attorney

By _____
Matt Rodriguez, City Manager

Dated: _____

[NAME OF CONSULTANT]

By _____
Consultant, [Title]

Dated _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____

- Attachments:
- Exhibit A: Request for Proposals, dated _____
 - Exhibit B: Consultant's Proposal, dated _____
 - Exhibit C (if applicable): Federal Contract Provisions
 - Exhibit D (if applicable): Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding

N:\RESOURCES\City Forms\Contracts\01 Template Consultant Agreements\AGR Master Consultant Agreement Template

Exhibit B-1
Brown and Caldwell Proposal Dated April 20, 2023

Exhibit B-2
Brown and Caldwell Updated Scope of Work and Budget Dated May 15, 023



PROPOSAL prepared for City of San Pablo

San Pablo Trash Load Reduction Plan



April 20, 2023



201 North Civic Drive, Suite 300
Walnut Creek, CA 94596
T | 925.937.9010
www.browncaldwell.com



April 20, 2023

Ms. Amanda Booth
City of San Pablo

Proposal for San Pablo Trash Load Reduction Planning Support

Dear Ms. Booth:

San Pablo continues to demonstrate its commitment to trash load reduction through city-led efforts, community partnerships, grants, outreach, and infrastructure. In 2019 alone, the San Pablo maintenance team picked up 640 tons of trash. Since 2015 (as of 2020), the City's partnership with the Earth Team resulted in 34,000 pieces of litter being cleaned up. The City responded to their survey that found San Pablo resident's number 1 issue was the City's cleanliness and garbage collection by adopting the "Keep San Pablo Clean Litter Initiative." The City Manager then developed the internal City Employee Litter and Illegal Dumping Task Force that continues to apply concerted effort to this uniquely challenging problem with recent Caltrans coordination, outreach initiatives, and this RFP.

The Municipal Regional Stormwater Permit (MRP) trash requirements have increased significantly and will be challenging for the City to meet. The City is looking for a partner to help develop a Trash Load Reduction Plan that satisfies immediate permit requirements, and puts the City on a path to meet future targets. The BC team is prepared to immediately get started preparing a plan to satisfy MRP Provision C.10.d. Our team will focus on the following strategies:

Efficiency. In order to meet the requirements of MRP Provision C.10.d we will need to move quickly and efficiently. Our Project Manager, Jeff Sinclair, has significant experience developing similar planning efforts through his work at the City of San Jose, and will lead our team through the workplan. Jeff has developed a workplan that allows for several subtasks to proceed simultaneously and will focus our team on the most critical aspects of the work.


Collaboration. Effective collaboration will be essential to developing a Trash Load Reduction Plan that meets immediate and long-term goals. BC will review existing data and reports but will also seek the institutional knowledge that is unique to San Pablo. Jeff served as a municipal program manager and has successfully taken permit requirements and synthesized them into successful plans and programs that achieved compliance. The City will be able to rely on him as a thought-partner to support staff in coming up with solutions to compliance problems and to guide trash load reduction planning.

Measuring Success. BC will follow in the footsteps of San Pablo's City Employee Litter and Illegal Dumping Task Force by focusing the planning efforts on how to measure success once the appropriate measures are selected to achieve the trash load reduction requirements. Trash can be an evolving problem that requires municipalities to pivot from approach to approach. By measuring success, the City will be able adaptively manage their program such that they direct the right resources to the right trash management efforts. This also allows them to message success to stakeholders.

Ms. Amanda Booth
City of San Pablo
April 20, 2023
Page 2

We are personally and professionally committed to working alongside you as your trusted partner to deliver innovative and collaborative solutions to meet your trash load reduction requirements. Please contact Jeff at 408.703.2541 or jsinclair@brwncald.com to discuss our team and our approach for this important project.

Truly yours,
Brown and Caldwell

A handwritten signature in black ink that reads "Jeff Sinclair". The signature is written in a cursive style with a large, looped "J" and "S".

Jeff Sinclair
Project Manager

A handwritten signature in blue ink that reads "Michael Flake". The signature is written in a cursive style with a large, looped "M" and "F".

Michael Flake, PE
Vice President

Section 2: Firm Statement of Qualifications

Connecting Expertise and Local Knowledge

Company Information

ESTABLISHED IN 1947, BC IS A NATIONALLY RECOGNIZED, FULL-SERVICE ENVIRONMENTAL CONSULTING FIRM specializing in water planning, infrastructure, and design with an outstanding record for delivering client success. For 75 years, BC has provided innovative, scientific, and engineering solutions. We have been actively engaged in the California market since our inception. As a client focused firm, we have built our reputation and resume through partnerships with our clients.

We listen to our client's needs, enabling us to deliver the best possible combination of services and technology. We view engineering not as a compilation of static, textbook-defined methods but as a dynamic and creative process. Each project is a new challenge that demands a simple, economical, and innovative solution. This solution-oriented approach is still central to BC's problem-solving approach.

BC Team Experience

Trash assessment and management strategies acceptable to the SFBRWQCB. The BC team has extensive experience that lends itself to a Trash Load Reduction Plan update. The team has been involved in trash assessment and management strategies acceptable to the SFBRWQCB with Caltrans and the City of San Jose. Mike Flake has led many projects for Caltrans to contend with water quality issues, including trash. Jeff Sinclair served as the City of San Jose's stormwater program manager and oversaw their trash assessment and management strategies that achieved compliance with the MRP.

Analyzing and determining drainage areas. This BC team is well equipped to analyze and determine drainage areas. Jeff Sinclair identified drainage areas for many large and small scale green infrastructure projects, some of which are going to construction now.

Erica Cruz has extensive experience working on numerous drainage design projects. Ryan Pulis is an experienced GIS professional that will be able to synthesize the drainage areas into a map.

Providing programs that successfully meet regional and state program requirements. As the stormwater program manager for the City of San Jose, it was Jeff's primary job to establish, support, and provide programs that successfully meet regional and state requirements. The BC team also has experience supporting other municipalities such as Caltrans, the City of Oakland, and Alameda-Contra Costa Transit (AC Transit) confirming full trash capture device compliance and proposing improvements.

Reporting and negotiating with the RWQCB and other regulatory entities. Jeff Sinclair spent over 10 years reporting and negotiating with the RWQCB and other regulatory entities. During his time with the City of San Jose he negotiated two Municipal Regional Permits (MRPs) and one consent decree. He has engaged with Water Board staff directly to discuss permit requirements and share the impacts to permittees.

Providing similar services under similar time constraints. Many of our clients are municipalities working under time constraints as a result of permitting or regulations. Jeff Sinclair also led teams to successfully deliver major plans and municipal code updates under strict timelines to meet permit requirements. He understands the several layers of review that can be needed including interdepartmental, commissions, committees, councils, and external stakeholders.

Working collaboratively with members of the community. This is an important step in many of BC's projects. This team has experience doing so specifically on stormwater-related projects. For example, Jeff Sinclair worked collaboratively with community members during his time at the City of San Jose through townhalls, community meetings, council meetings, and outreach.

Section 3: Statement of Qualifications



Jeff Sinclair

Project Manager, Stormwater Subject Matter Expert, 15 Years of Experience

Jeff brings 15 years of experience with urban watershed planning and capital planning projects, stormwater management, program management, and grant funding.

EDUCATION

Master of Science,
Environmental Studies, San
Jose State University, 2013

Bachelor of Science,
Environmental Studies, San
Jose State University, 2008

RELEVANT EXPERTISE

- Stormwater Program Management
- Trash Load Reduction Planning

JOINED FIRM

2022

Before joining BC, Jeff served the City of San Jose for over 10 years. He is a great fit for this project as BC's project manager because he will bring his agency perspective and extensive experience collaborating among multiple departments and agencies while overseeing consultant teams. His experience working on trash load reduction planning and as the project manager for the City's Green Stormwater Infrastructure Plan will be directly impactful to this project.

He is able to synthesize dynamic perspectives from multiple stakeholders and effectively communicate them to consultant teams in a way that drives the project forward. Clear communication, effective deliverable planning, and vigilant schedule management are skills that Jeff brings to his role as project manager.

Project Experience

Senior Environmental Program Manager, City of San Jose, CA. Jeff oversaw implementation of a program for sustainable stormwater management, including gathering stakeholder input and data for reporting and analysis, and developing strategies to meet evolving goals. He advised on complex environmental issues and presented to City Council and other internal and external stakeholders on requirements, strategies, and performance indicators. Jeff also participated in programmatic budget development, project cost estimation, and planning in coordination with other departments. Jeff regularly represented the Stormwater Management Team in citywide and regional meetings and provided technical and policy support and training to stakeholders.

Trash Load Reduction Plan, City of San Jose, CA — As Stormwater Program Manager for the City of San Jose, Jeff led his team on updating the City's Trash Load Reduction Plan. With the permit changes that became effective in 2022, Jeff had to evaluate options to close the percent load reduction gap created by the removal of trash offsets and credits. This required an analysis of current conditions and potential opportunities. Jeff

gathered geospatial data such as trash management areas, land uses, creek locations, and homeless encampment locations and ran a statistical analysis to determine whether there were correlations with on-land visual trash assessment (OVTA) scores. The intent was to determine what factors might be significantly impacting the scores so that the team could design targeted solutions. Jeff also worked with his team to conduct research of possible new programs that could be implemented to enhance OVTA scoring and coordinated with the Public Works Department on full trash capture feasibility analysis and implementation.





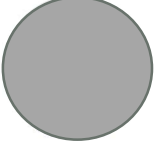

Green Stormwater Infrastructure Plan, City of San Jose, CA — Jeff led a team comprised of city staff from multiple departments and three consulting firms. The project also included extensive external stakeholder outreach including public and NGO meetings, Water Board and SF Baykeeper coordination, a Parks Commission presentation, and several City Council meetings.

ROW Stormwater Manual, Caltrans, Sacramento, CA – Jeff is currently assisting Caltrans with updating the stormwater manual for their Right-of-Way operations. Updates incorporate changes from the new Caltrans

NPDES permit, Industrial General Permit, and Construction General Permit.

HDS Pilot Installation Study, Caltrans, Sacramento, CA
 Jeff is currently providing technical support for an HDS Pilot Installation Study that will inform Caltrans on feasible locations for HDS devices.

Core Support Team

Team Member/Role	Qualifications/Skills	Related Experience
 <p>Mike Flake, P.E. TECHNICAL ADVISOR CA PE #54948</p>	<ul style="list-style-type: none"> – NPDES permitting and stormwater quality – TMDL analysis, strategies, and compliance implementation – Self-auditing of design, construction, and overall stormwater program elements 	<ul style="list-style-type: none"> – Technical Leader, Stormwater Mitigation Projects, Caltrans, Sacramento, California – Technical Leader, Orange Memorial Park, City of South San Francisco, California – Contract Manager, Stormwater Support Services, Caltrans, Sacramento, California
 <p>Erica Cruz, P.E. FULL TRASH CAPTURE FEASIBILITY LEAD CA PE #C76507</p>	<ul style="list-style-type: none"> – Full Trash Capture Planning – LID planning and design – Utility relocation planning – Storm Drain system design – Design support during construction 	<ul style="list-style-type: none"> – Evaluation of End of Pipe Net Full Trash Capture devices, Caltrans, Sacramento California – Flood Safety Evaluation of Trash Barrier Racks and TR4 capture devices, Caltrans, Sacramento, California – HDS Pilot Installation Study, Caltrans, Sacramento, California
 <p>Ryan Pulis MAPPING LEAD CERTIFIED GIS PROFESSIONAL, 2015, #00045934 FUNDAMENTALS OF CARTEGRAPH WORK DIRECTOR</p>	<ul style="list-style-type: none"> – Data Management – Collection System Rehab/Replacement Planning – GIS – Cartegraph – IT Systems Integration 	<ul style="list-style-type: none"> – Geodatabase Architect, Water System GIS Development, Kauai Department of Water, County of Kauai, HI – GIS Lead, Enterprise GIS Implementation, City of Saint Paul, Saint Paul, Minnesota – Technical Lead, Interceptor Surveying and Mapping, Northeast Ohio Regional Sewer District, Cleveland, Ohio
 <p>Thomas Carroll, P.E. CARTEGRAPH MAPPING SUPPORT</p>	<ul style="list-style-type: none"> – GIS Software Development – Enterprise Data Management – GIS Exact Transfer Loading – Spatial Data Analysis 	<ul style="list-style-type: none"> – Information Technology Consultant, Dashboard Development, Portland Water Bureau, Portland, Oregon – Technical Support, CMMS Software Evaluation and Dashboard Development, AlexRenew, Alexandria, Virginia
 <p>Wynn (WJ) Paculba FIELD SUPPORT</p>	<ul style="list-style-type: none"> – Full Trash Capture Feasibility and Monitoring – Stormwater Monitoring and Sampling – Groundwater Chemical Injection – Monitoring Equipment maintenance, repair, calibration, customization, retrofit and fabrication 	<ul style="list-style-type: none"> – Sr. Environmental Technician, Maintenance and Operation Monitoring for TR-4 Trash Capture System, Caltrans, San Francisco Bay Area, California – Sr. Environmental Technician, Highway 4 Trash Capture Assessment, Caltrans, Contra Costa County, California – Sr. Environmental Technician, Culvert Assessment, Caltrans, San Francisco Bay Area, California
 <p>Carina Gonzalez, P.E. STAFF ENGINEER</p>	<ul style="list-style-type: none"> – Technical writing – Constructability and risk assessment evaluations 	<ul style="list-style-type: none"> – Project Engineer, Las Vegas MS4 Permit Program, Clark County Regional Flood Control District, Las Vegas Valley, Nevada – Project Engineer, Segment 5 Canal Replacement, Contra Costa Water District, Contra Costa County, California

Section 4: Project Manager and Staff Availability

Industry-Leading Expertise Dedicated to this Project

Jeff will function as the main coordinator and point of contact for the team. He is experienced in leading teams to develop work products to meet MRP compliance. He understands municipal timelines and the importance of allowing time for stakeholder review/input, council memo development, and final draft approval. He will monitor timelines and review all deliverables before submitting them to the City. Jeff is also well-versed at facilitating meetings so that they stay on track to meet their intended goals.

This team is committed to the project and have made themselves available to complete it. If needed, Jeff will notify the City in writing before substituting staff from the proposal and will seek approval from the City.



Mike Flake, PE
PRINCIPAL-IN-CHARGE,
TECHNICAL ADVISOR

Jeff Sinclair
PROJECT MANAGER

**LONG TERM TRASH MANAGEMENT
PLAN UPDATE**
Lead | Jeff Sinclair
Support | Carina Gonzalez

FULL TRASH CAPTURE DEVICE FEASIBILITY
Lead | Erica Cruz, PE
Field Support | Wynn Paculba

TRASH MAPPING UPDATES
Lead | Ryan Pulis
Mapping Support | Thomas Carroll

Section 5: Project Approach

An effective plan developed through experience, collaboration, and efficient work-planning.

Project Understanding

Provision C.10 of The Municipal Regional Stormwater Permit (MRP) requires municipalities to meet with the target of achieving 100% trash load reduction. The previous MRP afforded municipalities the option to pursue more holistic approaches to reduce trash with source controls, cleanups, on-land visual assessments, and structural controls. San Pablo successfully achieved an 87.6% (FY 21-22) trash load percent reduction with this holistic approach.

Now, the new MRP requires municipalities to achieve 90% trash load reduction by 2023 and 100% trash load reduction by 2025 without the offset credits from cleanups and source controls. This would lower San Pablo's current trash load percent reduction from 87.6% to 68% without those additional credits (Figure 1).

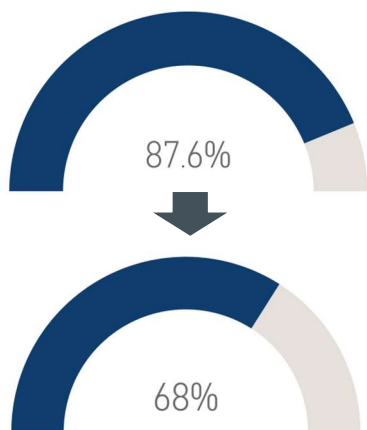


Figure 1. Percent Reduction Change without Offset Credits

Since the City does not expect it will meet the 90% compliance benchmark by June 30, 2023, without offsets or credits, they are required to submit an updated Trash Load Reduction Plan.

In 2020, the City Employee Litter and Illegal Dumping Task Force proposed to City Council a Multi-Year Citywide Policy Strategy. It included new strategies to reduce trash such as new trash bins, enforcement of existing ordinances, outreach, and community litter pick-ups.

The City also developed a citywide Section by Section Analysis of Trash Management Strategy (Strategy) that outlines both potential structural and programmatic opportunities for full trash capture or equivalency. The update to the Trash Load Reduction Plan will need to focus on a compilation of new recommendations to the City with those from the Task Force and Strategy. This will be accomplished through review of existing data and reports, data gap analysis and mapping, and plan updating.

Project Approach

Task 1: Existing Data and Document Review

San Pablo has an existing Trash Load Reduction Plan, a Strategy, and data on trash controls to comply with the MRP that BC needs to review to guide updates and recommendations.

Review the City's 2014 Long-Term Trash Load Reduction Plan

BC will review the City's 2014 Long-Term Trash Load Reduction Plan (Plan) to get a baseline understanding of the work that was planned for the previous permit terms. We will coordinate with the City to confirm what

work will continue as existing conditions in the updated Plan.

In addition, BC will propose a meeting with City staff to discuss the status of the City’s Task Force initiatives described in the Staff Report and during the Council presentation on Feb. 20, 2018. Through this discussion, BC will document progress, status, and findings from the different initiatives which will start us off on a fast track to updating the Plan by the August deadline.

Review the City’s trash capture devices installed to date

San Pablo has installed 118 connector pipe screens (CPS) (Figure 2) and 23 low impact development facilities throughout the City that together treat 638 acres (as of FY 20-21). We will review the existing GIS map layers to familiarize ourselves with the types, locations, and drainage areas for each trash management area. This review will allow us to begin updating the Plan to describe the existing conditions for structural controls. It will also inform messaging for stakeholders (e.g. Council, Water Board, Community).

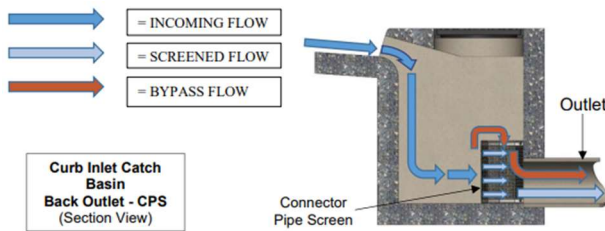


Figure 2. Digital image of Brightwater CPS Operation Cross Section, accessed from State Water Board, April 14, 2023

Review “Section by Section Analysis of Trash Management Strategy”

The City completed extensive initial evaluations as demonstrated by the “Section by Section Analysis of Trash Management Strategy” (Strategy). We conducted an initial review which found that the Strategy describes remaining items to be determined, anticipated trash management strategies, and anticipated requirements to implement the trash management strategies.

Based on the initial review, we created a dashboard to gauge the level of effort for analysis (Figure 3). This also showed that the City is strongly considering the (private and public) structural controls to be an integral part of their trash load reduction strategy.

Collaborative focus

We will build on our initial review and then meet with the City to seek input on our understanding and approach prior to commencing analysis in Task 2.

Section by Section Analysis of Trash Management Strategy Dashboard

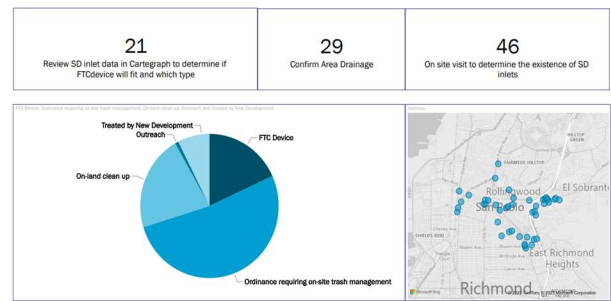


Figure 3. ‘Strategy’ Analysis Dashboard

Efficiency is key

Maintaining efficiency is imperative to meeting the permit deadline. Jeff has extensive experience meeting permit deadlines and understands the importance of managing tasks so that they can be implemented in a short timeframe allowing sufficient review and approval times.

Task 2: Data Gap Analysis and Mapping

We will gather information identified in the Strategy as items still to be determined including:

- Private onsite inlet confirmation
- Inlet sizing from Cartegraph review
- Drainage area determinations

Once this information is gathered, the BC team will update the existing GIS maps and analyze drainage areas. We will then make recommendations for trash management strategies to be included in the Plan update.

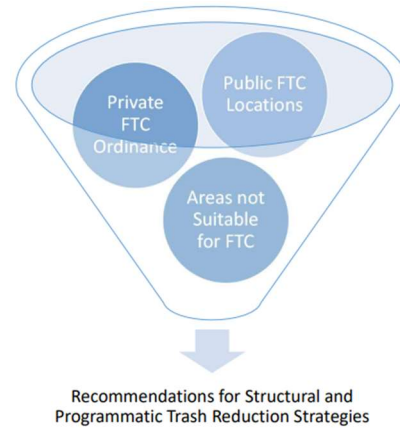
Private Onsite Inlet Confirmation

The Strategy identifies a need to determine existence of storm drain inlets at several properties. Knowing this will help the City make a decision on whether they should impose an ordinance to require full trash capture (FTC) on private properties. Upon initial review of the Strategy, BC found approximately 46 sites needing inlet confirmation (Figure 4). We will conduct site visits and collect data using a GIS-based form as opposed to written information transferred to spreadsheets, for a more efficient process.

Task 3: Trash Load Reduction Plan

BC will recommend actions, identify metrics to measure success, and incorporate adaptive management. BC will update the City's Trash Load Reduction Plan to describe how it can achieve compliance through structural controls and programmatic strategies.

Recommendations



The City's Strategy identifies locations for both structural controls and on-land cleanup strategies. The Task 2 Data Gap Analysis will inform recommendations for public FTC devices and FTC ordinance applicability. However, trash load reduction cannot be achieved solely by structural controls.

We won't wait until the data from Task 2 is collected to begin formulating recommendations for outreach and on-land cleanup strategies. Some areas of the City are already identified as better-suited for this approach, such as TMA 12 and there are several recommended programs from the City's Task Force.

We will set up a meeting to vet the recommendations for programmatic trash reduction strategies with the City and to prioritize which programs to include in the Plan update. During the meeting, BC will document why programs were or were not prioritized which will help for current and future planning purposes. Following the meeting, BC will incorporate the updates into the Plan along with the locations for the proposed FTC.

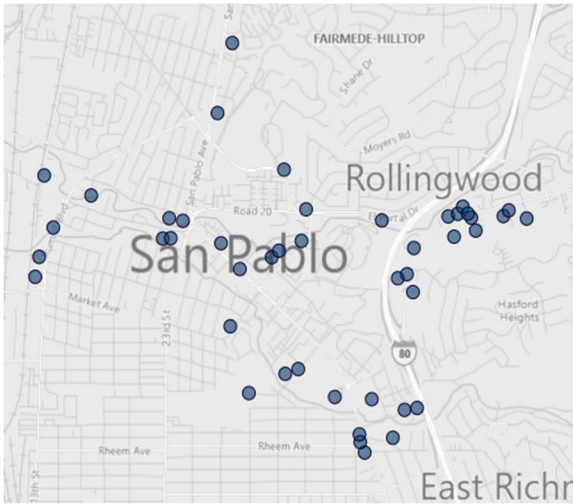


Figure 4. Sites to Determine Existence of Storm Inlets

Inlet Sizing and Drainage Area Confirmation.

San Pablo has existing storm inlet data in Cartegraph that will help determine feasibility of FTC in the public right-of-way. Erica has spent much of her career determining sizing and drainage areas for stormwater treatment infrastructure, including FTC devices. Just recently she concluded a similar investigation for Caltrans' trash reduction efforts. She will be able to confidently determine feasibility using the following efficient stepwise approach:

- Review sizing and rule out small inlets that will not fit CPS units with enough freeboard to prevent street flooding.
- Conduct CPS sizing analysis based on inlet size and drainage area to determine feasibility of the remaining inlets.

This approach will allow us to focus our limited time and not conduct unnecessary review of infeasible inlets. BC will also use this information to determine if there are more optimal approaches of using large trash capture devices and to estimate maintenance and costs.

Update the City's trash generation maps and analyze drainage areas.

BC will update and analyze the trash generation maps to assess FTC coverage and remaining gaps to be addressed through other recommended trash reduction strategies.

Telling the right story

As a Stormwater Program Manager for the City of San Jose, Jeff ensured their Green Stormwater Infrastructure Plan clearly gained compliance with both the MRP and San Jose's Consent Decree with SF Baykeeper while still serving as a tool for implementation.

Metrics to Measure Success. San Pablo took the prudent step of considering how to evaluate success when recommending programs for their Task Force to implement. We would continue with this approach by identifying metrics to measure for success with each recommendation. In addition, we would also recommend approaches to determine correlations between actions and results that can guide adaptive management.

Adaptive Management. Trash is a challenging and difficult problem to predict and the City wants to direct funds to where they are seeing the most benefit. To help the City with future decision making, BC will develop a keep, improve, start, stop method of adaptive management (Figure 4).

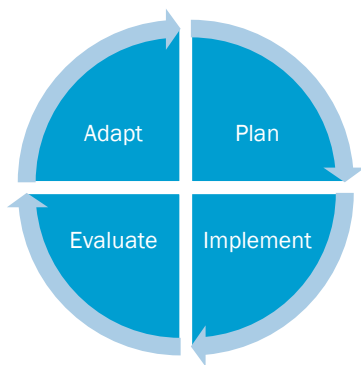


Figure 5. Adaptive Management Approach

Task 4: Project Management

Our project management approach for this fast-track project involves closely coordinating with San Pablo’s PM and holistically managing project cost, schedule, and deliverables. Our PM, Jeff Sinclair, brings a unique background in leading technical teams to develop required plans for permit compliance by their due date.

Communication. Central to our approach is frequent, open communication and collaboration with the City. At the outset, Jeff will coordinate with the City’s PM to hold a project kickoff meeting with key staff to review the project work plan, schedule, goals, deliverables, milestones, team members, and communication protocols. Jeff will communicate bi-weekly with the City by phone or email to report on work status and identified issues. Further, Jeff will provide written monthly progress updates with invoices.

Scope, Budget, and Schedule Management. BC carefully reviewed all tasks identified in the RFP scope

and developed an approach and schedule to allow ample time for review and feedback to deliver the Trash Load Reduction Plan by August 15, 2023.

Jeff will track budget expenditures using BC’s best-in-class project delivery system WorkSmart. Each month, Jeff will estimate actual percent complete and provide the information required to forecast project costs at completion for BC.

Team Resource Management. BC will proactively manage requirements and resource availability to keep the project on track. Key staff have already dedicated their time to this project. Jeff will coordinate with key team members and project staff for on-time delivery of deliverables.

Task 5: Optional Tasks

Development of an FTC installation RFP.

BC has developed request for services from vendors and contractors to install trash nets for Caltrans and to install linear filtration devices for L.A. County. BC got bids from the vendors and then compared them to our own contractor to get the best price. As part of the RFP, we would provide locations identified as part of Task 2 and get prices to mobilize and install so the City could select the right vendor.

Development of an on-land clean-up RFP.

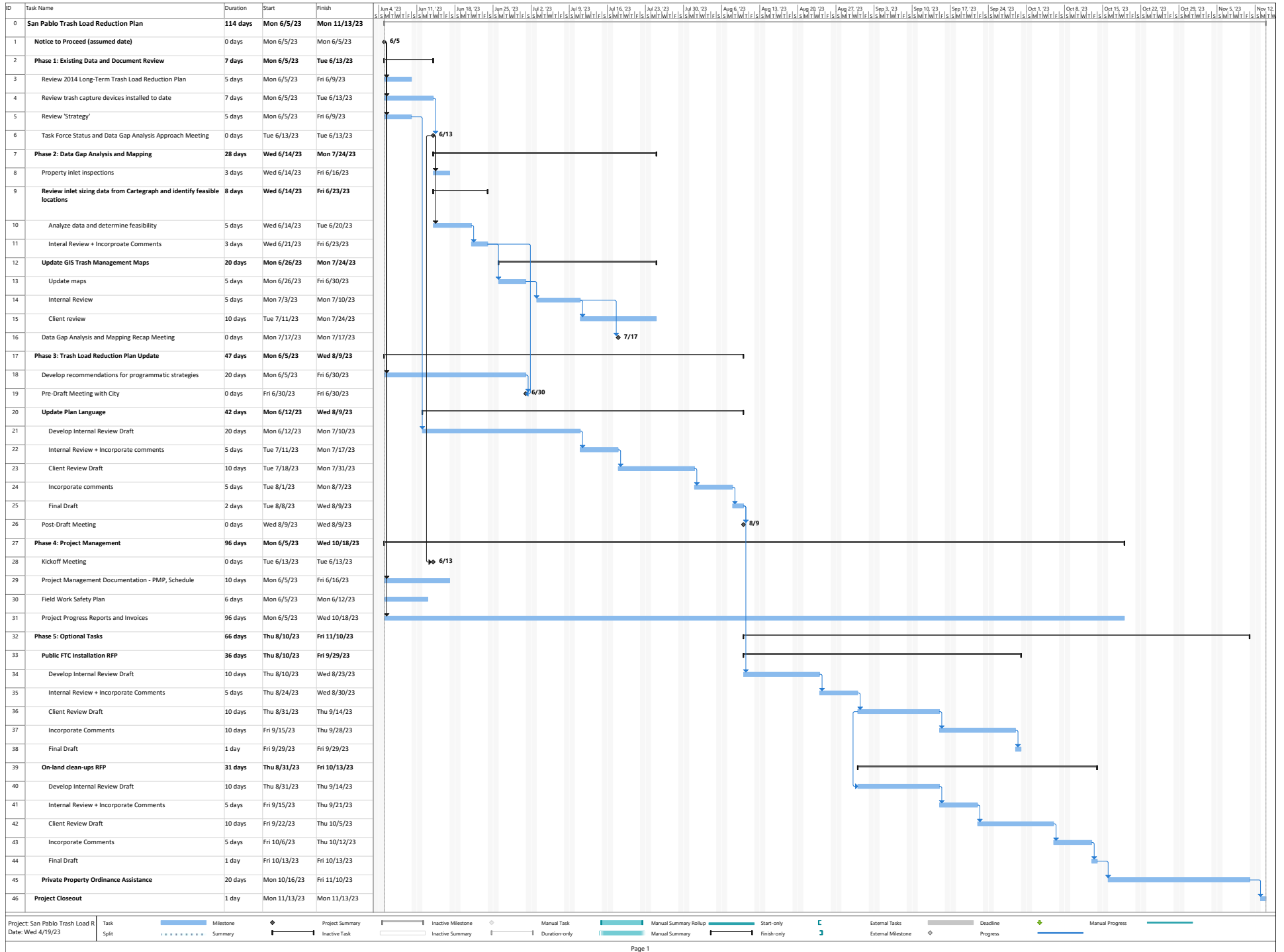
Jeff is very excited to assist the City in developing an RFP for on-land clean-ups. During his time with the City of San Jose, Jeff successfully oversaw grant applications for trash cleanups. Once awarded, he and his team developed contracts with local cleanup groups outlining the budget, number of cleanups, and schedules. He will bring this experience to San Pablo in developing an on-land clean-up RFP.

San Pablo could consider applying for an EPA San Francisco Water Quality Improvement Fund Grant to fund cleanups. The City has an existing partnership with the Economic Development Corporation which they could leverage with the additional funding to provide cleanup support along with workforce development experience through data collection.

Ordinance Development Assistance.

During his time with the City of San Jose, Jeff coordinated with multiple teams to make updates to the San Jose Municipal Code. Jeff is excited to assist the City with developing an ordinance for private properties.

Section 6: Schedule of Work



Section 7: Cost Proposal

Table 1 highlights BC's fees and rates for service.

Table 1: San Pablo Trash Load Reduction Plan Cost Table

	\$284	\$284	\$216	\$284	\$216	\$107	\$107	\$129		
Task	Jeff Sinclair	Mike Flake	Erica Cruz	Ryan Pulis	Thomas Carroll	Wynn Paculba	Carina Gonzalez	Shouhreh Rouhani	Hours	Cost
Task 1: Existing Data & Document Review	10	0	8	2	8	0	8	0	36	\$8,008
– Meetings	2		2				2		6	\$1,214
Task 2: Data Gap Analysis and Mapping	20	0	32	8	40	28	40	0	168	\$32,124
– Meetings	2		2				2		6	\$1,214
Task 3: Trash Load Reduction Plan Update	40	6	8	0	0	0	32	0	86	\$19,114
– Meetings	4						4		8	\$1,564
Task 4: Project Management	20	2	1	1	0	0	2	10	38	\$9,636
– Meetings	10		1	1			2		14	\$3,554
ODCs										\$200
Hours and Total Project Cost	90	8	49	11	48	28	82	10	326	\$69,082
– Hours and Total Meeting Cost*	18	0	5	1	0	0	10	0	34	\$7,546
Task 5: Optional Tasks**										
5.1: Public FTC Installation RFP	12	6	16	0	0	0	0	2	28	\$9,114
5.2: On-land Cleanups RFP	26	0	0	0	0	0	0	2	24	\$7,866
5.3: Ordinance Development Assistance	40	0	0	0	0	0	0	4	24	\$12,228

*Meeting hours include time for preparation

** Additional hours for project management included

Section 8: Method of Payment

The method of payment will be time and material with a not-to-exceed amount. Any Optional Tasks contracted will also be time and material with a not-to-exceed amount.

Section 9: References

Trash Net Full Capture Pilot Design and Implementation

Caltrans, Sacramento, CA

BC led a design-build effort for the pilot installation of six full capture trash devices along Interstate 880 in Alameda County for Caltrans District 4.

Caltrans is required to implement trash controls at significant trash-generating areas within its right-of-way. A common device they use to meet their requirement was not feasible for certain locations. BC chose locations to address those gaps and conducted a pilot study to evaluate different types and configurations of full-capture, trash net devices for end of pipe and in-channel installations. The study determined that trash net devices were suitable alternatives. As such, BC developed in-channel designs and open channel recommendations which provided designers other approved trash devices for their use.

PROJECT VALUE

Overall Project: \$1.7 million

PROJECT DATES

Start: 2018

Completion: 2020

REFERENCE

Hardeep Takhar, District Water Quality Program Manager

Caltrans, District 4

P | 510.286.7128

Hardeep_tarkhar@dot.ca.gov

Right-of-Water Stormwater Manual Update

Caltrans, Sacramento, CA

BC is currently updating the Stormwater Manual for the Caltrans Right-of-Way Division.

The Right-of-Way Division manages Caltrans-owned properties that are leased for external uses. They are required by their NPDES permit to ensure that those properties comply with stormwater regulations. The Caltrans NPDES permit was updated in June 2021 and they hired BC to make updates based on the new requirements in their NPDES permit as well as the latest Industrial and Construction General Permits. In addition to manual updates, BC is developing a web-based training program that uses actual site inspections on Caltrans right-of-way properties. Many of their staff are new and do not have a main focus on stormwater. The manual and training will provide them the information and tools they need to do their job better and easier.

PROJECT VALUE

Overall Project: \$300,000

PROJECT DATES

Start: July, 2022

Est. Completion: September, 2023

REFERENCE

Megan Van Alstine, Sr. Right-of-Way Agent

Real Property Services, Caltrans

P | 916.879.0497

megan.van.alstine@dot.ca.gov

Project Planning and Design Guide Update

Caltrans, Sacramento, CA

BC supported Caltrans in updating their Project Planning and Design Guide so that it would align with current knowledge and permit requirements.

Caltrans has a design guide that is updated regularly to reflect the changes in knowledge gained through research and pilot BMP projects, new permit requirements, and lessons learned from capital projects. BC helped Caltrans update their overall design guidance for stormwater BMPs and developed a design strategy that uses a targeted constituent approach that provides Caltrans a reasonable method to comply with water quality criteria and TMDLs. The approach allows for any treatment greater than the minimum permit requirements to support a crediting system towards future projects or TMDL compliance.

PROJECT VALUE

Overall Project: \$922,000

PROJECT DATES

Start: 2017

Completion: 2018

REFERENCE

Sean Penders, Sr. Engineer
Caltrans

P | 916.653.5646

sean.penders@dot.ca.gov

Section 10: Contract Statement

BC would like to request the following exceptions to the Sample Consultant Agreement for consideration.

(1)(A) Scope of Services paragraph second sentence change to "...and this Agreement, the terms of this Agreement will prevail."

1(B) Quality of Performance revise the title and the first three sentences to "**Standard of Performance**. Consultant will provide the Services and any authorized Additional Services in accordance with generally accepted professional practices and principals and in a manner consistent with the level of skill and care ordinarily exercised under similar conditions by members of the Consultant's profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner consistent with the standard of performance provided herein. Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. If, during the course of this Agreement, the City Manager notifies the Consultant that the Services fail to comply with the standard of performance provided herein in whole or in part, Consultant will promptly take the corrective action required to correct the non-conforming services at no extra cost to the City."

(1)(D), Time is of the Essence, insert as a new second sentence "Consultant shall not be responsible for or be deemed to be in breach of this Agreement as a result of delays caused by circumstances beyond its reasonable control provided Consultant has not contributed to circumstances causing or extending such delay."

9. Retention of Records – revise starting at "At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. Notwithstanding the foregoing, Consultant may retain a confidential file copy of any Confidential file copy of information it receives and relied on in order to perform its services. Upon payment to Consultant all research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. City's reuse of such information for any project or purpose other than the services pursuant to this Agreement is at the City's sole risk. This Section (9) will survive expiration ..."

15. Insurance, first paragraph, 3rd sentence, after "licensed" insert "or authorized"

A(1)Policies and Limits, Commercial General Liability after "(CG 00 01)" insert "or its equivalent"

A(4)Professional Liability change to "...this Agreement, in an amount not less than \$1,000,000.00 per claim and in the aggregate. Any deductible or self-insured retention may not exceed \$100,000."

A(4)(a) delete "must be shown and"

A(4)(d) delete in its entirety. BC considers this proprietary information.

B(1)(a) Additional Insured Endorsements revise 2-3rd sentence to "This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 07 04 and CG 20 37 07 04, or equivalents approved by the City. For design professionals form CG 20 10 07 04 may be used."

2. Notice, line 3, delete "reduced" and ",allowed to expire"

3. Waiver of Subrogation – after "Each required policy" insert "except for professional liability,"

C. Deductibles and Self-Insured Retentions – first sentence revise to "Any deductibles or self-insured retentions for the required insurance policies remain the sole responsibility of Consultant." And delete the remaining language in this paragraph.

D. Subconsultants or Subcontractors, second sentence change "confirm" to "require"

16(A) Indemnification, line 5, insert "negligent" before "performance" and line 7 "delete "sole" and "active negligence"

16(1) delete the last sentence "If it is finally adjudicated that liability was caused by the sole active negligence..." and insert in its place as a new last sentence "To the extent that such final judgment, arbitration award, order, settlement, or other final resolution allocates or assigns proportionate fault for the claims between Consultant and City, City shall reimburse Consultant for attorneys' fees and defense costs as were incurred defending Indemnified Parties against claims in an amount reflecting the percentage of City's proportionate fault."

16(b) line 9 delete "but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties"

20(A) Termination for Convenience, line revise last two sentences "In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, upon payment to Consultant remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not. City's reuse of such information for any project or purpose other than the services pursuant to this Agreement is at the City's sole risk."

21. Ownership of Materials line 4 insert "upon payment to Consultant" before "shall be the property of the City" and insert a new last sentence "City's reuse of such information for any project or purpose other than the Services pursuant to this Agreement is at the City's sole risk."

Appendices

Appendix A: Scope of Work

Task 1 Existing Data and Document Review

Objective: To become familiar with existing trash controls, potential strategies, and the City's Trash Load Reduction Plan to guide updates and recommendations.

BC will review the **City's 2014 Long-Term Trash Load Reduction Plan**, trash capture devices installed to date, and the **Section-by-Section Analysis of Trash Management Strategy (Strategy)**. From this review, BC will get a baseline understanding of the work that was planned and executed for the previous permit terms, become familiar with the types, locations, and drainage areas for existing capture devices and the data gaps remaining from the **Strategy** to be analyzed. BC will coordinate with the City and seek input on our understanding prior to commencing analysis in Task 2.

Deliverables: None

Assumptions:

- Task budget assumes one meeting with a duration of 1.5 hours will be attended virtually by up to 3 BC staff to discuss the status of the City's Task Force initiatives described in the Staff Report and during the Council presentation on Feb. 20, 2018, and to review approach to Task 2 Data Gap Analysis and Mapping
- City will coordinate meeting attendance for their staff
- Task budget includes time for internal coordination and meeting preparation
- City will provide access to GIS files with trash capture devices within two days of the notice to proceed

Task 2 Data Gap Analysis and Mapping

Objective: To gather information related to the categories of items to be determined and update trash management area maps.

BC will conduct one set of site visits to determine existence of storm drain inlets on private property and take pictures of each inlet.

BC will also assess feasibility of installing connector pipe screens (CPS) in public inlets by:

- Reviewing sizing to rule out small inlets that will not fit CPS units with enough freeboard to prevent street flooding.

- Conducting CPS sizing analysis based on inlet size and drainage area to determine feasibility of the remaining inlets.

Estimates for maintenance and cost will also be provided for devices based on available information from manufacturers. Once the locations for CPS units are identified and approved by the City, BC will update GIS files with the proposed trash capture device locations and drainage areas.

Deliverables: Updated GIS Trash Management Area Map

Assumptions:

- The budget assumes time for one (1) hour meeting attended virtually by up to 3 BC staff to review map updates and findings from the data gap analysis.
- Site visits will be conducted by two BC staff over three (3) eight-hour days at up to 50 properties.
- City to provide right of access to private property for BC, including notifications to property owners.
- BC will not be responsible for inlet confirmations at locations that are inaccessible.
- The City will export Cartegraph data via a delimited text (.csv) or Excel file.
- Map updates will be in GIS.
- Cost estimates will be based on the device's manufacturer information and will not include costs for design, delivery, installation, or maintenance of devices.
- Task budget allows time for meeting preparation and internal coordination.

Task 3 Trash Load Reduction Plan

Objective: Update the City's Trash Load Reduction Plan and identify: 1) trash management actions, 2) metrics to measure success, and 3) strategy for incorporation of adaptive management.

BC will recommend trash management actions for each trash management area (TMA) in a meeting with the City. Following the meeting and based on City approval, BC will update the existing Trash Load Reduction Plan to describe how the City can possibly achieve compliance through Structural Controls and Programmatic Strategies. In addition, BC will identify methods to measure success in the form of a spreadsheet that shows possible relevant example equations or analysis methods. In a post-final draft Plan meeting, BC will identify adaptive management methods for programmatic trash management actions moving forward with implementation of the plan.

Deliverables: Draft and Final Updated Trash Load Reduction Plan

Assumptions:

- The budget assumes time for one (1) pre-draft meeting to discuss recommendations for programmatic activities and plan updates attended virtually by up to two (2) BC Staff
- The budget assumes time for one (1) post-final draft meeting to discuss measurements for success and adaptive management strategies attended virtually by up to two (2) BC staff
- The budget assumes one draft with collated comments from the City.
- Task budget allows time for meeting preparation and internal coordination

Task 4 Project Management

Objective: To perform day-to-day project administration, meetings, and technical reviews.

This task includes development of a project management plan, field work safety plan, monitoring progress of individual tasks, coordinating completion of work products, coordinating with project team members, preparing invoices (using Consultant standard invoice template), and coordinating with the City. Consultant will monitor task budgets and the project schedule and will submit a brief monthly progress report with the invoice. The Project duration is estimated to be approximately 4 months.

Deliverables: Kickoff Meeting Agenda and Summary

Assumptions:

- The budget assumes time for a virtual project kickoff meeting to introduce the team, approach, scope, and schedule
- Task budget assumes time for half-hour bi-weekly phone calls or emails to report on work status and identified issues to the City
- Task budget allows time for meeting preparation and internal coordination
- Task budget assumes up to four (4) progress reports and invoices

Task 5 Optional Tasks

Subtask 1 – Public Full Trash Capture (FTC) Installation RFP. BC will draft an RFP for the installation of FTC devices within specific inlets for the City to release. The RFP will include a scope, schedule, and requirements for City RFPs.

Deliverable: Draft and Final draft RFP

Assumptions:

- The City will provide their standard language or template for RFPs
- The City PM will circulate the draft RFP for internal review by legal department and others.

Subtask 2 – On-land Cleanups RFP. BC will develop a RFP for on-land cleanups that includes a project description and scope. The scope will be based on the budget provided by the City but will include number of cleanups, locations, and schedules.

Deliverable: Draft and Final draft RFP

Assumptions:

- The City will provide their standard language and the final draft RFP will be provided to the City PM for submittal to the City's legal department for completion.

Subtask 3 – Ordinance Development Assistance BC will assist the City with defining ordinance parameters to align with the Municipal Regional Permit. The City's PM is responsible for working with the City Attorney's Office and other departments to draft ordinance language.

Assumptions:

- The City will coordinate their staff and City Attorney input and reviews.
- BC can identify inputs needed for legal needs, but BC will not provide legal opinions.

General Assumptions

- For all Tasks, work will be performed up to the limit of the allocated budget for the Task. If there is any unspent budget (from other completed tasks), it will be prioritized (rolled over) for continuity of services on other task(s), if required.
- BC's project delivery schedule shows completing this project within a 4-month duration with timely decisions by the agencies. BC's scope and fee assumes project management and regularly scheduled meetings and coordination activities for this duration. If the project duration extends beyond the 4-month duration, then BC will request a budget amendment to support additional project activities, including project management.
- Hourly rates by category are based on the rate table at the end of this attachment. If a team member is promoted into a new rate category, the City will be notified and rate/hours will be adjusted accordingly.
- Deliverables will be provided electronically as one draft for review prior to finalization. Hardcopies will not be provided. Client review period of draft deliverables is scheduled to be 10 business days. Extended review periods may delay the project and increase administration costs.
- All Optional Tasks include hours for additional Project Management.

Experience Summary

Mr. Sinclair brings extensive environmental compliance experience with the City of San Jose, California through coordination with departments to integrate stormwater policies and procedures into ongoing operations and capital programs. He has experience closing gaps and creating program improvements through internal audits as well as developing workplans, standard operating procedures, and data tracking systems. He led the development of the City of San Jose's first Green Stormwater Infrastructure Plan and designed implementation strategies that considered funding opportunities.

Assignment

Project Manager

Education

Master of Science, Environmental Studies, San Jose State University, 2013

Bachelor of Science, Environmental Studies, San Jose State University, 2008

Experience

15 years

Joined Firm

2022

Relevant Expertise

- *Trash Management planning*
- *Urban watershed planning*
- *Capital planning*
- *Stormwater management*
- *Program management*
- *Grant management*

Project Experience

Right-of-Way Stormwater Manual Update and Online Training Development, Caltrans, Sacramento California

Project Manager. Jeff is assisting Caltrans with updating the stormwater manual for their Right-of-Way operations. Updates incorporate changes from the new Caltrans NPDES permit, Industrial General Permit, and Construction General Permit. Additionally, the work includes development of an online training module to cover the stormwater manual sections and demonstrate site inspection processes.

HDS Pilot Installation Study, Caltrans, Sacramento, CA

Technical Support. Jeff is currently providing technical support for an HDS Pilot Installation Study that will inform Caltrans on feasible locations for HDS devices.

Trash Load Reduction Plan, City of San Jose, CA. As Stormwater Program Manager for the City of San Jose, Jeff led his team on updating the City's Trash Load Reduction Plan. With the permit changes that became effective in 2022, Jeff had to evaluate options to close the percent load reduction gap created by the removal of trash offsets and credits. This required a deep analysis of current conditions and potential opportunities. Jeff gathered geospatial data such as trash management areas, land uses, creek locations, and homeless encampment locations and ran a statistical analysis to determine whether there were correlations with on-land visual trash assessment (OVTA) scores. The intent was to determine what factors might be significantly impacting the scores so that the team could design targeted solutions. Jeff also worked with his team to conduct research of possible new programs that could be implemented to enhance OVTA scoring and coordinated with the Public Works Department on full trash capture feasibility analysis and implementation.

San Francisco Water Quality Improvement Fund Grant, City of San Jose, San Jose, California.

Project Manager. Jeff oversaw the City's securement of approximately \$1.5 million from the SFWQIF to support trash cleanup and homeless outreach in local creeks. This work involved identifying and securing buy-in from internal and external stakeholders, receiving letters of support, and identify stakeholder funding needs. Once stakeholders were identified, Jeff and his team refined the scope and budget. This involved identifying reliable matching fund sources and communicating any scope and budget changes to stakeholders. Ultimately, the application was submitted and the City was awarded funding.

Green Stormwater Infrastructure Plan, City of San Jose, San Jose

Project Manager. Jeff served as the City of San Jose's project manager for the development of its first Green Stormwater Infrastructure Plan. He led a team

comprised of city staff from multiple departments and three consulting firms. The project also included extensive external stakeholder outreach including public and NGO meetings, Water Board and SF Baykeeper coordination, a Parks Commission presentation, and several City Council meetings. This project required updating several existing city documents to align with the new plan. The plan also included guidance and tools for planning and designing green stormwater infrastructure. Jeff provided training to affected departments following the adoption of the plan by the City Council. The plan also included identification of potential green stormwater infrastructure project locations and development of concept designs. Jeff led the team in identifying six locations for large-scale green stormwater infrastructure projects that received internal buy-in on both location and concept designs. As a result, the city has a plan and tools that they are now using to implement green stormwater infrastructure and maintain compliance with their municipal regional permit.

Maintenance and Monitoring Plan, City of San Jose, California

Project Manager. Jeff developed the City of San Jose's Maintenance and Monitoring Plan which describes how the city will ensure their green stormwater infrastructure installments are tracked, inspected, and maintained. He coordinated with staff that would play a role in each phase of the plan to create a full circle process such that findings from each phase could inform the next (e.g. maintenance informs design). Jeff received approval from affected departments and then coordinated with a consultant to put the document in a format consistent with the Green Stormwater Plan so that it could be incorporated as an appendix.

Green Stormwater Infrastructure Maintenance Field Guide and Training, City of San Jose California.

Project Manager. Jeff managed the development of an in-depth maintenance field guide specific to green stormwater infrastructure. The 100-page guide provides site visit preparation guidance, inspection checklists, as well as maintenance standards and guidelines for common green stormwater infrastructure types. Jeff led a steering committee for the guide made up of staff from all departments that would be using it and it was developed to serve multiple audiences (e.g. managers, inspectors, and maintenance staff). Once the guide was completed, Jeff brought together the steering committee to put together a training approach. His team created a training that combined classroom and field components using a community center with good and bad examples of maintenance. The format proved successful, and several trainings were given over the course of three months.

Chynoweth Avenue Green Street, City of San Jose, San Jose, California.

Project Manager. Jeff oversaw the City's Chynoweth Avenue Green Street Project that demonstrated integration of traffic calming measures with green stormwater infrastructure. The project converted a dirt median to a raised-curb median with broad-leaf evergreen trees for stormwater capture as well as installation of approximately 5,600 square feet of curbside bioretention cells. The project also included new parking spaces, ADA ramps, and a porous asphalt sidewalk intended to facilitate better public access for park goers to the adjacent County Park. He coordinated directly with granting agencies on deliverables, grant amendments, and questions. Jeff also held several interdepartmental meetings to ensure the scope and budget continued to be aligned and identified instances when they weren't which led to additional funding being allocated to support the project and the community's needs. Following completion of construction, Jeff oversaw post project water quality sampling and inspections.

Proposition 1 IRWM Grant for River Oaks Pump Station Regional Project. City of San Jose, San Jose, California.

Project Manager. Jeff oversaw a successful application of Proposition 1 funds under the Integrated Regional Water Management Program. The City was awarded approximately \$3.5 million from the grant program to fund the construction of its first regional stormwater capture project located at the existing River Oaks Pump Station. Once constructed the project will treat approximately 300 acres and provide access to recreational opportunities at the site where there were none before.

Experience Summary

Mike’s career spans almost 30-years and most of it has centered on stormwater services. Mike became a California registered civil engineer in February 1996 and was issued license number 54947. Mike’s extensive stormwater experience begins at Caltrans where he worked in Environmental Engineering and ascended the ranks to develop and lead the Caltrans Stormwater Program as the Office Chief for Stormwater Policy, Planning and Permitting. Mike led many groundbreaking projects for Caltrans to contend with stormwater quality issues and the implementation of green infrastructure. Mike developed many of the Caltrans stormwater manuals and training related to design and construction. He was the program manager for the award-winning BMP Pilot Retrofit Program that was the 2005 California Stormwater Quality Association Research Project of the Year; the project implemented 26 treatment control measures in the Los Angeles area as an initial step in understanding the capabilities and feasibility for later implementation of stormwater treatment within the Caltrans right-of-way. In 2006, Mike joined BC to specialize in identifying and resolving water quality issues and other environmental problems for projects at various phases of project development (planning, design, construction, and operation).

Assignment

Technical Advisor

Education

B.S., Civil Engineering, University of California, Davis, 1992

Registration

Civil Engineer, California, C054948, 1996

Certification

Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (QSD/P), 24268, 2019

Environmental Management Certificate in Environmental Site Assessment and Remediation, University of California, Berkeley, 1998

Experience

30 years

Joined Firm

2006

Relevant Expertise

- *Conducting and supervising work related to NPDES permitting and program management of stormwater quality.*
- *TMDL analyses, strategies and compliance implementation.*
- *Self-auditing of design, construction, and overall stormwater program elements.*
- *Erosion & sediment control design.*
- *Managed a \$10M public education and outreach campaign – “Don’t Trash California”*

Multiphase Project Specific Services, Stormwater Mitigation, Caltrans, California

Contract Manager/Technical Leader. Mike manages a \$9.3M contract with Caltrans, District 7 (Los Angeles) for the planning and design of three stormwater mitigation projects in Los Angeles within the urbanized highway 60 corridor. He is leading a team to provide planning, design, and construction support of multiple treatment control devices to assist with meeting TMDL criteria under the Caltrans municipal stormwater permit. Mike’s team is responsible for all support skill functions, such as surveying, utilities, geotechnical, hazardous waste, hydraulics & hydrology, and landscaping for the delivery of these projects.

Orange Memorial Park, City of South San Francisco, California

Technical Leader. Mike managed the BC team to plan and design this regional stormwater capture project that will divert flows from Colma Creek into the Orange Memorial Park for treatment via storage and infiltration, and trash removal. Treatment will reduce peak wet-weather flows from a tributary drainage area of 6,300 acres to alleviate downstream flooding; infiltrate treated water to recharge the Westside Ground Water Basin; offset potable consumption by using treated water to meet irrigation demands of the park and other City services; and realize park improvements consistent with the City’s ultimate vision. The initial phase of work involved development of three preliminary concepts and running them through an extensive public and interagency outreach process to build consensus behind a preferred alternative. The second phase of work involves taking the project through development of plans, specifications, and estimates and then assistance with the bidding process and construction execution. Mike’s team was responsible for the stream diversion, trash removal system, grit chamber portions of the project, as well as support on structural engineering, electrical engineering, and cost estimation. Construction began in Spring 2021 with completion expected in Spring 2022.

Trash Net Full Capture Pilot Design and Implementation, Caltrans, Alameda County

Contract Manager. Mike oversaw a design-build effort for the pilot installation of six full capture trash devices along Interstate 880 in Alameda County for Caltrans District 4. The pilot study evaluated different types and configurations of full-capture, trash net devices for end of pipe and in-channel installations.

The devices were evaluated for net strength, trash holding capacity for the design period, hydraulic performance, and maintenance requirements. The locations were chosen to address gaps in Caltrans right-of-way where traditional gross solids removal devices could not be feasibly located.

Low Impact Development Pilot Design in Districts 3 and 7, Phases I and II, Caltrans, California

Contract Manager/Design Oversight. Mike provided technical review and oversight of two low impact develop sites for instituting linear filtration devices adjacent to highways with a constrained right-of-way. Each site had three different low impact development measures designed and installed. One site was in Los Angeles on Highway 210 in Pacoima and the other on Interstate 5 south of Sacramento in Elk Grove. As Contract Manager, Mike was responsible for assembly of the project team, monthly quality management reviews of team activities, and development of design options when significant issues affected delivery or technical complications. One such matter came after a review from District 7 traffic safety that insisted upon some contour grading changes and incorporation of guard railing; to address this need, Mike worked with the design team and Caltrans staff to adjust the treatment device, change contour grading, and accommodate the guard rail while preserving sheet flow into the linear filtration devices, so that study goals and BMP effectiveness were not affected.

Project Planning and Design Guide Updates and Training, Caltrans, California

Project Manager/Technical Lead. Mike is a principal author of the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG), which is the Department's overall design guidance for stormwater BMPs. Mike led a team in completing the July 2017 version of the PPDG, after having also worked on several updates to the manual since its inception in 2000. The PPDG is updated regularly to reflect the changes in knowledge gained through research and pilot BMP projects, new permit requirements, and lessons learned from capital projects. A design strategy that uses a targeted constituent approach provides Caltrans with a reasonable method to comply with water quality criteria and TMDLs. The approach allows for any treatment greater than the minimum permit requirements to support a crediting system towards future projects or TMDL compliance. Infiltration is emphasized as the desirable means of reducing pollutants in discharges, preferably by utilizing existing site conditions and principles of low impact development. Recent changes to the PPDG include updates to treatment criteria, storm water data report templates and supporting forms, reference to recent hydromodification criteria and guidance, and compliance with the Construction General Permit. Mike delivered training on the July 2017 PPDG in each District and developed an on-line version of the class for use by Caltrans until its next needed update.

Stormwater Technical Services Contract, Contra Costa Clean Water Program, Martinez, California

Managing Engineer. Mike assisted the Contra Costa Clean Water Program (CCCWP) with support services both in the negotiation and implementation of the new Municipal Regional Permit for Urban Stormwater recently adopted by the San Francisco Bay Regional Water Quality Control Board. He developed cost estimates and processes for achieving compliance with trash provisions. The planning of compliance activities was centralized around the implementation trash removal BMPs both within small scale installations and watershed installations, similar to those conducted by Caltrans in Southern California. Mike further developed costs and plans for monitoring programs to measure effectiveness of trash removal programs.

Experience Summary

Erica has 18 years of experience in civil engineering and water resources projects. Erica's primary focus includes Storm Water Pollution Prevention Plans (SWPPP), best management practice (BMP) monitoring, and Low-Impact Development (LID) stormwater treatment measures. She specializes in Green Infrastructure (GI), managing projects from design through construction and has been responsible for Construction General Permit (CGP) compliance. Erica is a Qualified SWPPP Developer and Practitioner and has performed post-construction QSP inspections. Her experience includes preparation of horizontal and vertical alignments, identification of non-standard features, preparation of Fact Sheets for exception to design standards, preparation of requests for technical studies, and preparation of Project Reports.

Assignment

Full Trash Capture Lead

Education

B.S., Civil Engineering, University of California at Berkeley, 2004

Registration

Professional Civil Engineer, California, No. C76507

Qualified SWPPP Developer and Practitioner (QSD/P): CA #326

Experience

19 years

Joined Firm

2022

Relevant Expertise

- *Full Trash Capture Planning*
- *LID planning and design*
- *Utility relocation planning*
- *Storm Drain system design*
- *Design support during construction*

Flood Safety Evaluation of Trash Barrier Racks (TBR) and TR4 Capture Devices, Caltrans, San Mateo County, CA

Engineer. Twenty-five full trash capture devices were installed by others along U.S 101 in San Mateo County; 20 TBR devices and 5 TR4 trash capture devices. The project consisted of field observation of the devices for safety and flooding risk. The devices deemed suitable by Caltrans would be monitored during storm events, otherwise the devices posing safety and flood hazard would be demobilized before the upcoming storm events. At 17 locations, the top of Dis and TR4s were constructed at the same or higher elevation than the existing DI, consequently the ability of the device to achieve the design criteria is not met. The remaining 7 devices were ineffective because vegetation could clog the trash screen. Due to the ineffective trash capture condition of the devices and traffic safety concerns the TBRS were decommissioned and the TR4s were abandoned in place.

Hydrodynamic Separator (HDS) Installation Study, Caltrans, Various Locations District 4, CA

Engineer. Caltrans is required to implement trash control at significant trash generating areas (STGA) within its right-of-way. HDS are not on Caltrans approved treatment best management practice (TBMP), however it is approved by the State Water Resource Control Board. Caltrans initiated a pilot project to implement a full-scale HDS installation to evaluate device effectiveness with trash capture and operational monitoring. Twelve sites were desktop evaluated and field reconnaissance was done at four sites. During the site evaluation process, Caltrans identified head loss as being a key concern; however all the manufacturers recommended that their HDS devices be offline due to the location downstream of pump stations, which would not address head loss concerns not be approved by Caltrans,

East Bay Bus Rapid Transit (BRT) Project, Cities of Oakland and San Leandro, CA

Hydraulic Engineer. Erica prepared the project Stormwater Data Report for Caltrans and the Stormwater Management Plan for the City of Oakland, detailing the design and implementation of the temporary construction site and permanent stormwater BMPs. The project team worked with the City of Oakland and Alameda-Contra Costa Transit staff to comply with the City of Oakland's Trash Neutral requirements. In addition, the proposed improvements were designed to be in compliance with the City's Baseline Trash Load and Short-Term Trash Reduction Plan. The drainage design includes connector pipe screens (CPS) that intercept trash generated by potential BRT patrons prior to runoff being released into downstream waterbodies.

Interstate 80/San Pablo Dam Road Interchange, Contra Costa Transportation Authority, City of San Pablo, CA

Design Engineer. The Interstate 80/San Pablo Dam Road Interchange project proposed improvements to alleviate congestion and improve traffic safety along I-80 at three interchanges. Erica was responsible for designing the drainage and GI bioretention systems, as well as the hydromodification mitigation. Due to the increase in roadway area, this project proposed new longitudinal drainage systems, additional drainage inlets, and hydromodification mitigation measures, including increasing the size of the GI bioretention area and installing flow metering devices at the inlet in the GI.

North Fremont Bicycle and Pedestrian Access and Safety Improvements, City of Monterey, CA

Design Engineer. The North Fremont Bike and Pedestrian Access and Safety Improvements project was a major infrastructure project for the City of Monterey and formed part of the North Fremont Specific Plan, which will improve mobility and revitalize business activity along the corridor. Erica was responsible for preparing the Stormwater Control Plan that included sizing calculations for the GI elements the underground cistern and the bioretention area. Erica prepared the drainage plans, specifications, and estimate. Erica also provided design support during construction. During construction the proposed GI bioretention area was replaced with an underground cistern made of arched chambers.

Irvington Station Improvements, BART, Fremont, CA

Design Engineer. Bay Area Rapid Transit (BART) is proposing a new station at the Irvington district in Fremont. Erica designed the treatment BMPs for the station per the guidance in the NPDES Phase II MS4 permit and the off-site treatment BMPs were designed per the Municipal Regional Stormwater NPDES Permit (MRP) and the guidance from the Alameda County C.3 Stormwater Technical Guidance. The treatment BMPs at the station consist of GI bioretention areas for treating approximately 24 acres of impervious area. The treatment for the impervious area within the City of Oakland included various GI infrastructure features including tree wells adjacent to sidewalks and bike paths and bioretention area within landscaped locations adjacent to streets.

San Leandro Transit Center, AC Transit, San Leandro, CA

Design Engineer. AC Transit constructed a bus terminal and a breakroom for their employees at the San Leandro Transit Center. To comply with the stormwater treatment requirements, Erica designed the GI bioretention area per the guidance of the NPDES Phase II MS4 permit applicable to BART properties.

BASMAA Engineering Design Services: Urban Runoff Treatment Retrofits, Bay Area Stormwater Management Agencies Association (BASMAA), City of Oakland, CA

Water Quality Specialist. Under an on-call services contract with BASMAA for Engineering Design Services for Urban Runoff Treatment Retrofits. Erica was involved with Concept Design Planning for several streets in West Oakland, to meet the objective of the Clean Watersheds for a Clean Bay (CW4CB) Plan to implement representative urban stormwater treatment retrofit projects to evaluate polychlorinated biphenyls (PCBs) load reductions in urban stormwater runoff to the San Francisco Bay. Erica was responsible for sizing GI tree well units and designing water quality testing cleanouts to evaluate PCB load reduction.

BASMAA Engineering Design Services: Urban Runoff Treatment Retrofits, Bay Area Stormwater Management Agencies Association (BASMAA), City of Vallejo, CA

Water Quality Specialist. Under an on-call services contract with BASMAA for Engineering Design Services for Urban Runoff Treatment Retrofits. Various treatment BMPs throughout the Bay Area were designed and constructed per the Clean Watersheds for a Clean Bay (CW4CB) Implementation Plan. The objective of the CW4CB Plan is to select and implement representative urban stormwater treatment retrofit projects that can be used to evaluate potential polychlorinated biphenyl (PCB) load reductions in urban stormwater runoff to the Bay. Erica designed drainage improvements, sized the GI bioretention area in the City of Vallejo. Erica designed the water quality testing cleanouts to determine the load reduction of polychlorinated biphenyls (PCBs). Prepared the final plans, specifications, and estimate (PS&E) bid package.

Experience Summary

BC's National Digital Water Information Technology (IT) Lead, Ryan Pulis has over 25 years of experience in GIS, data management, system integration, and software implementation services in the municipal public works, water distribution and wastewater treatment industries. Mr. Pulis specializes in helping utilities efficiently and effectively evaluate and maintain their collection system assets, focusing on collecting, managing, and integrating inspection, condition assessment, rehabilitation, and capacity assessment information to support rehabilitation and replacement planning. Mr. Pulis has developed mobile, desktop, and web applications to integrate asset information from enterprise systems including GIS, CMMS, Asset Management, and LIMS through intuitive map-based interfaces. Mr. Pulis is National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified, and has developed planning tools that combine CCTV inspection results with additional consequence and risk of failure information (e.g., pipe location, size, I/I potential, etc.) to facilitate the CIP decision-making process for municipalities.

Assignment

Mapping Lead

Education

B.A., Earth Sciences, Dartmouth College, 1993

Certifications

Enterprise Geodatabase Management Professional 10 (EGMP10), 2011

Enterprise System Design Associate 10 (ESDA10), 2011

ArcGIS Desktop Developer Associate 10 (EDDA10), 2011

Certified Geographic Information Systems Professional (GISP), 2015, #00045934

NASSCO PACP Certification, 2018

Fundamentals of CartéGraph WORKDirector, CartéGraph, 1998

Cyrax Laser Scanner (LIDAR) Operation, Cyra Systems, 1999

Experience

28 years

Joined Firm

1998

Relevant Experience

- *Data Management*
- *Collection System Rehab/Replacement Planning*
- *GIS*
- *IT Systems Integration*

Water System GIS Development, Kauai Department of Water, County of Kauai, HI.

Geodatabase Architect. Developed an Esri geodatabase model (based on Esri Utility Network) for water distribution GIS data to serve as the basis for a new island-wide hydraulic model. Data migration tasks included reviewing and merging 3910 archived feature classes into 2 comprehensive water distribution system GIS feature classes, merging attributes, identifying and resolving data gaps, and resolving feature connectivity issues. Upcoming tasks include developing Standard Operating Procedure documentation and training County staff to maintain the new GIS.

75th St. WWTP GIS Conversion, City of Boulder, Colorado

Task Lead. Mr. Pulis designed and implemented an Esri GIS for the City's 75th St. Wastewater Treatment Plant. Work included geodatabase design and data conversion of existing CAD mapping of the WWTP yard piping using ETL tools.

Enterprise GIS Implementation, City of Saint Paul's Sewer Division of the Public Works Department, Saint Paul, Minnesota

Task Lead. Mr. Pulis designed and implemented an Enterprise Esri GIS for the City's Sewer Division. Work included implementation planning, database design, data conversion of existing Oracle Spatial mapping data using ETL tools, developing a training plan, and deployment of the completed system. Additional work included recommendations for replacing legacy systems for managing CCTV and related inspection data, and development of a plan for populating the City's Oracle WAM CMMS with sewer assets and integrating the CMMS with GIS.

Interceptor Surveying and Mapping (ISM), Northeast Ohio Regional Sewer District, Cleveland, Ohio

Technical Lead. This project involved updating the District's enterprise GIS to improve the spatial accuracy of the collection system mapping and ensure that system connectivity of the interceptors were represented consistently and accurately. Mr. Pulis deployed a data collection application on Android tablets for field crews to record manhole inspections and take photographs. Mr. Pulis was responsible for data management and the GIS update process on the

project, which relied on Esri's geodatabase replication technology. The interceptors in the three networks (Southerly, Easterly, and Westerly) were included in this project, and consist of approximately 127 miles of pipe and nearly 2,600 manholes.

Experience Summary

Mr. Carroll's background includes several years of experience assisting in the development of GIS software solutions for Emerson Electric and custom GIS tools for the United State Geological Survey. Tom specializes in the ESRI ArcGIS suite of tools including their proprietary python library Arcpy and their python API. At Brown and Caldwell, Tom is a part of the Brown and Caldwell ArcGIS Geoevent Server Research and Development effort. He is also engaged in developing Jupyter notebooks for remote sensing image processing for Brown and Caldwell. He has also assisted with Enterprise GIS Data implementations with ESRI's enterprise software for both Oracle and MS SQL.

Assignment

GIS Mapping Support

Education

M.S. Civil and Environmental Engineering, Colorado School of Mines, 2016

B.S. Environmental Science University of Denver, 2011

Experience

5

Joined Firm

2021

Relevant Expertise

- *GIS Software Development*
- *Enterprise Data Management*
- *GIS ETL*
- *Spatial Data Analysis*

Project Experience

Dashboard Development, Portland Water Bureau, Portland, Oregon Information Technology Consultant. Tom is responsible for the ongoing development of business intelligence dashboards.

Large Diameter Sewer Manhole Rehabilitation, City of Phoenix, Phoenix, Arizona

Information Technology Consultant. Mr. Carroll has developed an ArcGIS Pro map series for the project. Also, he is developing an internal data collection strategy to automate data visualization for the project in the map series using PowerApps and Sharepoint.

Alexandria River Renew Design Review Dashboard, AlexRenew, Alexandria, Virginia

Information Technology Consultant. Tom developed a dashboard for their design review process for the project management team.

Data Management and Software Selection for Process Optimization, City and County of Honolulu, Honolulu, Hawaii

Project Engineer. Mr. Carroll is assisting with the effort to evaluate data management strategies and select a software suite to optimize the client's current processes.

CMMS Software Evaluation, AlexRenew, Alexandria, Virginia

Project Role. Tom is assisting with the RFP process to select a CMMS software suite.

GIS Software Upgrade and Implementation, Confidential Client

Project Engineer and Support Specialist. Tom was responsible for GIS software implementations as well as an ESRI Implementation for a large oil and gas pipeline operator.

GIS Software Upgrade and Implementation, Confidential Client

Project Engineer and Support Specialist. Tom was responsible for GIS software implementations as well as an ESRI upgrade for a large multi-state oil and gas pipeline operator.

Enterprise Data ETL for Software Implementation, Centerpoint Energy, Multiple Locations

Senior GIS Analyst. Mr. Carroll oversaw and automated portions of the integration of disparate spatial data records into an MS SQL environment with an ArcGIS SDE implementation.

Experience Summary

Wynn has over 19 years of experience working as a Senior Environmental Technician conducting various monitoring and sampling techniques with Air, Soil and Water. Wynn specializes in site sampling of Air, Soil, Water, Operations and Maintenance of remediation systems, groundwater chemical injection, construction and decommissioning of remediation systems, customizing and fabrication of monitoring and sampling equipment. His responsibilities include training of field personnel on a variety of sampling techniques, data collection, calibration and maintenance of monitoring instruments, site safety and site binder updates. In addition, Wynn manages Brown and Caldwell's Field Services Facility where he is responsible for equipment procurement, maintenance and equipment support for field staff, vehicle fleet maintenance, Inventory management. Wynn has over 12 years of experience on Caltrans related projects including Stormwater Monitoring, Sediment Inventory, Facility Pollution Prevention Plan Assistance, Trash Capture Devices, Culvert Inspection, Sludge, Soil and Asphalt grinding sampling. Other related Caltrans experience are listed below.

Assignment

Field Support

Education

Diablo Valley College, Pleasant Hill, California

Training

OSHA 29 CFR 1920.120, 40-Hour Health & Safety for Hazardous Waste Operations

Confined Space

MSHA Part 46 New Miner

Exxon Mobil LPS T3 Trainer

Smith System Driving Instructor

Experience

19 years

Joined Firm

2016

Relevant Expertise

- *Operations and Maintenance Groundwater Treatment Systems*
- *Groundwater Monitoring and Sampling*
- *Air Monitoring and Sampling*
- *Stormwater Monitoring and Sampling*
- *Groundwater Chemical Injection*
- *Monitoring Equipment maintenance, repair, calibration, customization, retrofit and fabrication*

Operation & Maintenance Monitoring of Trash Barrier Rack (TBR) and TR4 Trash Capture Systems, San Francisco Bay Area, California

Senior Environmental Technician. On this Caltrans pilot, Wynn assisted BC Team with researching the safety and flood risk of a Trash Barrier Rack (TBR) and TR4 for use as trash control device. BC Team performed site reconnaissance on 20 TBRs and 5 TR4s installed in District 4. Site reconnaissance of the 25 identified site locations that includes 20 TBRs and 5 TR4s for safety and access for monitoring personnel. Prepared checklist of items to be observed during site visits. Qualitatively analyze each location for potential flooding and, safety concerns to public, and or Caltrans maintenance personnel. Check and confirm if there is a redundant drainage inlet (DI) upstream/downstream of the trash device. Evaluate that the existing drainage system can function as originally intended. Identify sites where a redundant DI does not exist, or existing drainage system was modified.

Trash Capture Assessment, Caltrans, Highway 4 Contra Costa County, San Francisco Bay Area, California

Senior Environmental Technician. On this Caltrans project, Wynn assisted BC Team with site evaluations of locations on Highway 4. Sites were evaluated for safe access and maintenance, and trash capture device installations that would not create an impact to environmentally sensitive areas, remove mature trees and confirm no permitting requirements. Suitable sites would be in medium to high trash generation areas.

Culvert Assessment, Caltrans, San Francisco Bay Area, California

Senior Environmental Technician. On this Caltrans project, Wynn assisted contractor with assessment of drainage facilities along the northbound and southbound US-101 using a downhole camera system. Wynn assisted in documenting the field assessment with photos, videos, and inspection forms of the drainage facilities per Caltrans inspection guidance and compiled information and prepared data for submittal to Caltrans.

Maintenance and Operation Monitoring for TR-4 Trash Capture System, Caltrans, San Francisco Bay Area, California

Senior Environmental Technician. On this Caltrans pilot study, Wynn assisted BC Team with four trash capture devices installed along the southbound I-880 in Alameda County. Wynn assisted team with supervising contractor on installation of trash capture device. Wynn assisted with monitoring and maintenance prior to and after a storm event, including data downloading.

Experience Summary

Carina Gonzalez has experience as a Project Engineer on wastewater, conveyance infrastructure, stormwater and water related facility upgrade projects. Carina's primary focus is wastewater infrastructure projects, including aging infrastructure. She has worked on projects during almost all phases of project life from planning to design to construction. Carina is passionate about improving infrastructure to meet the client's project objectives and goals.

Assignment

Staff Engineer

Education

B.S., Civil Engineering, San Jose State University, 2022

Experience

1 year

Joined Firm

2022

Registration

PACP/LACP/MACP, NASSCO, 2022

Relevant Expertise

- Pipeline condition assessment, rehabilitation, and modifications
- Constructability and risk assessment evaluations
- Technical Writing

Las Vegas Valley Municipal Separate Storm Sewer System (MS4) Permit Program, Clark County Regional Flood Control District, Las Vegas Valley, Nevada

Project Engineer. BC has worked with the Las Vegas Valley to assist them with developing their Stormwater Management Program to meet MS4 permit compliance in previous years. In preparation for an expected upcoming MS4 permit review by the State, mock program assessments have been performed to provide recommendations to the municipal agencies on their existing program. Carina assisted during the mock assessments and is collaborating on providing reports to the agencies with observations and recommendations.

Segment 5 Canal Replacement, Contra Costa Water District, Contra Costa County, California

Project Engineer. BC is developing the design of converting approximately 6,000 linear feet of the existing Contra Costa earthen canal to 10-ft diameter reinforced concrete pipe. The project also includes review of 1,100 linear feet of pipeline design that will be designed and constructed by a nearby developer beneath East Cypress Road. Carina is responsible for coordinating reviewers on submittals/RFI's, as well as responding to key equipment submittals.

Piping Assessment and Rehabilitation Program, Silicon Valley Clean Water, Redwood City, California

Project Engineer. The Piping Assessment and Rehabilitation Program is a rehabilitation program to identify and address priority pipelines to reduce the risk of failure and to properly maintain the plant. Carina has a lead role in collecting and reviewing as-built record information, developing the database that will help evaluate and identify high priority pipelines, and will be collaborating on providing a report with planning recommendations for R/R pipes.

Master Planning Team, City of San Jose Public Works, San Jose, California

Intern. Carina provided quality control of master storm and sewer plans. She Worked with as-builts to create accurate plans to run simulations on, modeling hydraulic runs and testing parameters using historical storm data, and to find deficiencies and working with contractors to create a plan and schedule for efficient solutions. She Inspected the master plan to determine if discharge rates from upcoming construction is acceptable or not.



Walnut Creek

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Exhibit B-1: Updated Scope of Work 5/15/23

Appendix A: Scope of Work

Task 1 Existing Data and Document Review

Objective: To become familiar with existing trash controls, potential strategies, and the City's Trash Load Reduction Plan to guide updates and recommendations.

BC will review the **City's 2014 Long-Term Trash Load Reduction Plan**, trash capture devices installed to date, and the **Section-by-Section Analysis of Trash Management Strategy (Strategy)**. From this review, BC will get a baseline understanding of the work that was planned and executed for the previous permit terms, become familiar with the types, locations, and drainage areas for existing capture devices and the data gaps remaining from the **Strategy** to be analyzed. BC will coordinate with the City and seek input on our understanding prior to commencing analysis in Task 2.

Deliverables: None

Assumptions:

- Task budget assumes one meeting with a duration of 1.5 hours will be attended virtually by up to 3 BC staff to discuss the status of the City's Task Force initiatives described in the Staff Report and during the Council presentation on Feb. 20, 2018, and to review approach to Task 2 Data Gap Analysis and Mapping
- City will coordinate meeting attendance for their staff
- Task budget includes time for internal coordination and meeting preparation
- City will provide access to GIS files with trash capture devices within two days of the notice to proceed

Task 2 Data Gap Analysis and Mapping

Objective: To gather information related to the categories of items to be determined and update trash management area maps.

BC will conduct one set of site visits to determine existence of storm drain inlets on private property and take pictures of each inlet.

BC will also assess feasibility of installing connector pipe screens (CPS) in public inlets by:

- Reviewing sizing to rule out small inlets that will not fit CPS units with enough freeboard to prevent street flooding.
- Conducting CPS sizing analysis based on inlet size and drainage area to determine feasibility of the remaining inlets.

Estimates for maintenance and cost will also be provided for devices based on available information from manufacturers. Once the locations for CPS units are identified and approved by the City, BC will update GIS files with the proposed trash capture device locations and drainage areas.

Deliverables: Updated GIS Trash Management Area Map

Assumptions:

- The budget assumes time for one (1) hour meeting attended virtually by up to 3 BC staff to review map updates and findings from the data gap analysis.
- Site visits will be conducted by two BC staff over three (3) eight-hour days at up to 50 properties.
- City to provide right of access to private property for BC, including notifications to property owners.
- BC will not be responsible for inlet confirmations at locations that are inaccessible.
- The City will export Cartegraph data via a delimited text (.csv) or Excel file.
- Map updates will be in GIS.
- Cost estimates will be based on the device's manufacturer information and will not include costs for design, delivery, installation, or maintenance of devices.
- Task budget allows time for meeting preparation and internal coordination.

Task 3 Trash Load Reduction Plan

Objective: Update the City's Trash Load Reduction Plan and identify: 1) trash management actions, 2) metrics to measure success, and 3) strategy for incorporation of adaptive management.

BC will recommend trash management actions for each trash management area (TMA) in a meeting with the City. Following the meeting and based on City approval, BC will update the existing Trash Load Reduction Plan to describe how the City can possibly achieve compliance through Structural Controls and Programmatic Strategies. In addition, BC will identify methods to measure success in the form of a

spreadsheet that shows possible relevant example equations or analysis methods. In a post-final draft Plan meeting, BC will identify adaptive management methods for programmatic trash management actions moving forward with implementation of the plan.

Deliverables: Draft and Final Updated Trash Load Reduction Plan

Assumptions:

- The budget assumes time for one (1) pre-draft meeting to discuss recommendations for programmatic activities and plan updates attended virtually by up to two (2) BC Staff
- The budget assumes time for one (1) post-final draft meeting to discuss measurements for success and adaptive management strategies attended virtually by up to two (2) BC staff
- The budget assumes one draft with collated comments from the City.
- Task budget allows time for meeting preparation and internal coordination

Task 4 Project Management

Objective: To perform day-to-day project administration, meetings, and technical reviews.

This task includes development of a project management plan, field work safety plan, monitoring progress of individual tasks, coordinating completion of work products, coordinating with project team members, preparing invoices (using Consultant standard invoice template), and coordinating with the City. Consultant will monitor task budgets and the project schedule and will submit a brief monthly progress report with the invoice. The Project duration is estimated to be approximately 4 months.

Deliverables: Kickoff Meeting Agenda and Summary

Assumptions:

- The budget assumes time for a 1-hour virtual project kickoff meeting to introduce the team, approach, scope, and schedule
- Task budget assumes time for half-hour bi-weekly phone calls or emails to report on work status and identified issues to the City
- Task budget allows time for meeting preparation and internal coordination
- Task budget assumes up to four (4) progress reports and invoices

Task 5 Optional Tasks

Subtask 1 – Public Full Trash Capture (FTC) Installation RFP. BC will draft an RFP for the installation of FTC devices within specific inlets for the City to release. The RFP will include a scope, schedule, and requirements for City RFPs.

Deliverable: Draft and Final draft RFP

Assumptions:

- The City will provide their standard language or template for RFPs
- The City PM will circulate the draft RFP for internal review by legal department and others.

Subtask 2 – On-land Cleanups RFP. BC will develop a RFP for on-land cleanups that includes a project description and scope. The scope will be based on the budget provided by the City but will include number of cleanups, locations, and schedules.

Deliverable: Draft and Final draft RFP

Assumptions:

- The City will provide their standard language and the final draft RFP will be provided to the City PM for submittal to the City's legal department for completion.

Subtask 3 – Ordinance Development Assistance BC will assist the City with defining ordinance parameters to align with the Municipal Regional Permit. The City's PM is responsible for working with the City Attorney's Office and other departments to draft ordinance language.

Assumptions:

- The City will coordinate their staff and City Attorney input and reviews.
- BC can identify inputs needed for legal needs, but BC will not provide legal opinions.

Subtask 4 – Inlet Drainage Area Assessments This provides additional time for BC to estimate drainage areas for inlets using USGS topography and Google Earth imagery.

Assumptions:

- The hours for this task are needed if the City does not have street as-builts for drainage area assessments.
- BC can only make assumptions regarding drainage areas based on the best available information.

Subtask 5 – Additional Cartegraph Support This provides additional time for BC to work with the City to export data from Cartegraph for the purpose of inlet sizing under Task 2 should the City find that it currently lacks the expertise. BC would review any City documents or standard operating procedures on Cartegraph and meet with the most knowledgeable person available to work through the process.

Assumptions:

- The hours for this task assume up to 4 hours to virtually meet with the City to trouble-shoot and walk through the process of exporting data.
- BC would not be responsible for data entry in Cartegraph or in lieu of exporting data.

General Assumptions

- For all Tasks, work will be performed up to the limit of the allocated budget for the Task. If there is any unspent budget (from other completed tasks), it will be prioritized (rolled over) for continuity of services on other task(s), if required.
- BC's project delivery schedule shows completing this project within a 4-month duration with timely decisions by the agencies. BC's scope and fee assumes project management and regularly scheduled meetings and coordination activities for this duration. If the project duration extends beyond the 4-month duration, then BC will request a budget amendment to support additional project activities, including project management.
- Hourly rates by category are based on the rate table at the end of this attachment. If a team member is promoted into a new rate category, the City will be notified and rate/hours will be adjusted accordingly.
- Deliverables will be provided electronically as one draft for review prior to finalization. Hardcopies will not be provided. Client review period of draft deliverables is scheduled to be 10 business days. Extended review periods may delay the project and increase administration costs.
- All Optional Tasks include hours for additional Project Management.

Exhibit B-2 Updated Budget

Brown and Caldwell Cost and Budget

5/15/2023

Table 1 highlights BC's fees and rates for service.

Table 1: San Pablo Trash Load Reduction Plan Cost Table

	\$284	\$284	\$216	\$284	\$216	\$107	\$107	\$129		
Task	Jeff Sinclair	Mike Flake	Erica Cruz	Ryan Pullis	Thomas Carroll	Wynn Paculba	Carina Gonzalez	Shouhreh Rouhani	Hours	Cost
Task 1: Existing Data & Document Review	10	0	8	2	8	0	8	0	36	\$8,008
– Meetings	2		2				2		6	\$1,214
Task 2: Data Gap Analysis and Mapping	20	0	32	8	40	28	40	0	168	\$32,124
– Meetings	2		2				2		6	\$1,214
Task 3: Trash Load Reduction Plan Update	40	6	8	0	0	0	32	0	86	\$19,114
– Meetings	4						4		8	\$1,564
Task 4: Project Management	20	2	1	1	0	0	2	10	38	\$9,636
– Meetings	10		1	1			2		14	\$3,554
ODCs										\$200
Hours and Total Cost without Optional Tasks	90	8	49	11	48	28	82	10	326	\$69,082
– Hours and Total Meeting Cost*	18	0	5	1	0	0	10	0	34	\$7,546
Task 5: Optional Tasks**										
5.1: Public FTC Installation RFP	12	6	16	0	0	0	0	2	28	\$9,114
5.2: On-land Cleanups RFP	26	0	0	0	0	0	0	2	24	\$7,866
5.3: Ordinance Development Assistance	40	0	0	0	0	0	0	4	24	\$12,228
5.4: Inlet Drainage Area Assessments	0	0	10	0	0	0	0	0	10	\$2,160
5.5: Additional Cartograph Support	0	0	0	6	0	0	0	0	6	\$1,704
Total Hours and Project Cost	168	14	75	17	48	28	82	18	450	\$102,154

*Meeting hours include time for preparation

** Additional hours for project management included