

CONTRACT DOCUMENTS
SPECIFICATIONS AND CONSTRUCTION PLANS
FOR
PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008
SAMARITAN'S PURSE PARK RENOVATION
SW-19-068

in the

CITY OF LANCASTER
44933 North Fern Avenue
Lancaster, California 93534

CONTRACT DOCUMENTS
SPECIFICATIONS AND CONSTRUCTION PLANS
FOR

PUBLIC WORKS CONSTRUCTION PROJECT NO. 23-019
SAMARITAN'S PURSE PARK RENOVATION
SW-19-068

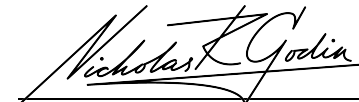
in the

CITY OF LANCASTER
44933 North Fern Avenue
Lancaster, California 93534

BIDS SHALL BE SUBMITTED ELECTRONICALLY ON THE CITY OF LANCASTER VENDOR PORTAL THROUGH PLANETBIDS. THE LINK TO REGISTER TO BECOME A PROSPECTIVE BIDDER AND ELECTRONICALLY BID ON THIS PROJECT CAN BE FOUND AT THE FOLLOWING WEB ADDRESS:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=42566>

ELECTRONIC BIDS WILL BE RECEIVED PRIOR TO 11:00 A.M. (10:59:59) ON OCTOBER 14, 2025.



NICHOLAS GODIN
R.C.E. 92472
CITY OF LANCASTER

PART A

NOTICE TO CONTRACTORS

CITY OF LANCASTER
LANCASTER, CALIFORNIA
NOTICE TO CONTRACTORS

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008
SAMARITAN'S PURSE PARK RENOVATION
SW-19-068

The City of Lancaster will receive **ELECTRONIC BIDS ONLY** for Public Works Construction Project No. 24-008, Samaritan's Purse Park Renovation SW-19-068, prior to 11:00 a.m. (10:59:59) – according to the PlanetBids official Bid clock) **October 14, 2025**, via the City of Lancaster Vendor Portal through PlanetBids. The Vendor Portal can be accessed at the following address:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=42566>

On that same day, or shortly thereafter, bid results will be posted via PlanetBids. Bids must be completed on this form, entered into the line items section of PlanetBids, and include all forms provided or information requested, in accordance with the Specifications and Construction Plans therefor. Bids are required for the entire work as shown on the Construction Plans and as described in the Bid Schedule and the Specifications.

All work must be completed within **183 calendar** days after the issuance of Notice to Proceed. The Contract Documents, which include the Specifications and Construction Plans, are available on the City of Lancaster Vendor Portal through PlanetBids

This project shall comply with the requirements of the COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS ("CWA") for all Project Work agreements executed after July 1, 2025. The Contractor, and each of its subcontractors, of whatever tier, shall be required to submit LETTER(S) OF ASSENT in accordance with the CWA included in PART I.

SB 854

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on

public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Attention is directed to the Revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1 provided below:

SECTION 4. 1725.5 A contractor must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work that is subject to requirements of this chapter.

(a) To qualify for registration under this section, a contractor must do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Worker's Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers' Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.

(B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal, or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered

in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.

- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:
 - (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
 - (2) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**
 - (3) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (4) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

SECTION 5. Section 1771.1:

1771.1 (a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current eligibility to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Bids will not be accepted unless they are made on a Proposal form furnished in the Contract Documents by the City of Lancaster, entered into the line items section of PlanetBids and submitted electronically via the City of Lancaster PlanetBids Vendor Portal. Each bid must be accompanied by cash, certified check, cashier's check or bidder's bond, made payable to the City of Lancaster for an amount equal to at least 10% of the amount of bid. Bid Security shall be delivered in a sealed envelope to the City Clerk located

at 44933 Fern Avenue, Lancaster, CA, **PRIOR TO THE BID OPENING DATE AND TIME OTHERWISE THE BID WILL BE DEEMED NON-RESPONSIVE.** The Bid Security is to be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract. Bid Bonds are considered part of the Contract Documents and shall meet all requirements in Section B of these specifications and Section 2-4 of the Standard Specifications. The successful bidder will be required to furnish a Labor and Material Bond in an amount equal to 100% of the Contract price and a Faithful Performance Bond in an amount equal to 100% of the Contract price.

Specifically, the Contract Bonds (Bid Bond, Performance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Substitution of Securities for any monies withheld by the City of Lancaster to ensure performance under this contract will be permitted in accordance with Section 4590 of the State of California Government Code.

Each bid must include a completed Non-Collusion Declaration, List of Subcontractors, Bid Schedule, Bidder's Questionnaire, and Safety Record, and Illness and Injury Prevention Program Certification for Contractors in accordance with S.B. 198.

All bids are to be compared on the basis of the estimate of quantities shown in the Bid Schedule. Award of contract will not be made to a contractor who is not licensed in accordance with the provisions of Chapter 9, Division 111 of the Business and Professions Code of the State of California. **The Contractor shall possess the following license in order to qualify for Award of Bid: A.** Any bidder who feels that a Contractor's license other than that specified qualifies for this project shall submit a written request for the City to consider accepting other qualifying licenses. Written requests must be received no later than 5 days prior to bid opening.

Refer to Part C, Subsection **5-4 LIABILITY INSURANCE** for Insurance Requirements.

Bidders are advised that this project is partially funded with State of California's Office of Grants and Local Services (OGALS) grant funds. Grant requirements, as detailed in the Specifications, will apply to this project and those requirements will be enforced.

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship program that can supply apprentices to the site of the public work and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. An apprenticeship program has the discretion to grant to a participating contractor, or contractor association, a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts.

The Contractor and all subcontractors under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Levine Act

This project shall comply with the requirements of the Levine Act. The successful bidder shall submit the "California Levine Act Statement" form prior to Award of Bid as outlined in PART C. California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered. The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The City of Lancaster reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality in the bid not affected by law.

By order of the City of Lancaster.

PART B
INFORMATION FOR BIDDERS

BID INSTRUCTIONS

CONTRACT DOCUMENTS

The Contract Documents shall consist of these Bid Instructions together with the Notice to Contractors, Proposal Forms, Contract Forms, Specifications, Construction Drawings and any Addenda issued during the bidding period; all of which are on file and may be obtained as noted in the Notice to Contractors.

Proposals

Bids to receive consideration shall be made in accordance with the following instructions:

- (a) Bids must be entered into the line items section of PlanetBids in addition to the Bid Schedule forms contained in the Contract documents. All bid forms shall be properly executed with all items filled in, including the longhand signature of all persons signing the Proposal. The forms should be completed without interlineations or alterations. Completed Bid Forms shall be uploaded onto the City of Lancaster Vendor Portal on PlanetBids.
- (b) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will only be considered when specifically requested in the bidding documents.
- (c) Bids shall be accompanied by a certified check, cashier's check or bidder's bond for an amount not less than 10% of the bid, made payable to the Contracting Agency as defined in Section 1 of the General Provisions. Bid Security shall be delivered to the City Clerk in a sealed envelope at 44933 Fern Avenue, Lancaster, CA 93534 prior to the bid opening date and time. Said security shall be given as a guarantee that the bidder will enter into a contract if awarded the work and, in case of refusal or failure to enter into said Contract, such guarantee shall be forfeited to the Contracting Agency. Bid Bonds are considered part of the Contract Documents and therefore must meet the same standards as the Contract Bonds. Specifically, the Contract Bonds (Bid Bond, Performance & Maintenance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:
 - (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
 - (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
 - (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

- (d) Before submitting a bid, bidders shall carefully examine the Construction Drawings, read the Specifications and Contract Documents, shall visit the site of the work and shall fully inform themselves as to all existing conditions and limitations of the job site.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract.

The bidder shall include the cost of all labor, materials, equipment, supervision, applicable taxes, overhead and profit and any other factors that are necessary to complete the improvement called for on the Construction Drawings in his individual item bid prices.

- (e) Bids shall be **SUBMITTED ELECTRONICALLY via PlanetBids** on or before the day and hour set for the opening of bids in the Notice to Contractors, as published. **PAPER COPIES WILL NOT BE ACCEPTED.** It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be rejected.
- (f) A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.
- (g) All items of the Bid Schedule shall be properly and completely filled out, and must also be entered into the line items section of PlanetBids. If there is an inconsistency or conflict between the numbers entered on the Bid Schedule form and the numbers on PlanetBids, the numbers entered on PlanetBids shall govern.

If the unit price and the total amount named by the bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention, and the unit price extension and the totals will be corrected to conform thereto.

Any error in the addition of the amounts constituting the items of the Bid Schedule will be corrected and such corrected total shall be used to determine the successful bidder. All prices or sums shall include all sales and other taxes which may be applicable.

- (h) Bids shall include a completed Form EOI 1 (Certified Evidence of Insurance).
- (i) Bids shall include a completed Non-Collusion Declaration.
- (j) Bids shall include a completed List of Subcontractors.
- (k) Bids shall include a completed Contractor's Industrial Safety Record. All bidders are required to submit information regarding their industrial safety record on the form provided in the Bid Documents. A review of this safety record will be made prior to determination of the lowest responsible bidder. An adverse finding as to the bidder's safety record or any bid submitted which does not include the completed Contractor's Industrial Safety Record form may be sufficient cause for rejection of the bid.
- (l) Bids shall include a completed Bidder's Questionnaire.
- (m) Bids shall include a completed Illness and Injury Prevention Program Certification for Contractors in accordance with S.B. 198.
- (n) Bids shall include a completed Bidders Certificate for all addenda issued.
- (o) Bids shall include LETTER(S) OF ASSENT from Contractors and each of its subcontractors, of whatever tier, in accordance with the CWA included in PART I.

Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Construction Drawings, Specifications, or the Contract Documents, or finds discrepancies or omissions therein, he shall submit a written request electronically via PlanetBids "Question and Answer" tab for an interpretation or correction thereof. **Written requests shall be received by the Engineer no less than ten (10) calendar days prior to the bid opening.** Written requests shall be addressed to: Frank Lujan, City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

Any interpretation or corrections of the Construction Drawings, Specifications, or the Contract Documents will be made only by addendum, duly issued and copy of such addendum(s) will be transmitted electronically through PlanetBids. Neither the Engineer nor the agency will be responsible for any other explanation or interpretation of the documents.

Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding, or part of the documents issued to the bidder, shall be made a part of the Contract. All addenda will be issued through the PlanetBids platform, and it is the bidder's responsibility to monitor PlanetBids for release of the addenda prior to submission. The bidder shall indicate the addenda received on the Proposal form. The bidder shall also digitally

acknowledge the Addenda via PlanetBids, and submit a signed version with the bid. If addenda are not signed and submitted with the bid proposal, the bid may be deemed non-responsive and rejected.

Sealed Bid Calculations

Prospective bidders are encouraged to submit sealed bid calculations with their bid. The sealed bid calculations will be opened only in cases of discrepancies in the bid and only at the bidder's request. If the bidder is not awarded the contract, the bidder's sealed bid calculations package will be returned.

Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make or file, or be interested in more than one bid for the same work, unless alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

Instructions to Bidders – Delivery of Proposal

Submission of all supplementary proposal documents not required to be submitted with the Bid Proposal shall be submitted to Owner with fourteen (14) calendar days of Bid Opening, unless otherwise required by the contract documents.

Assignment of Contract

No assignment by the Contractor of the contract that is to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

If the Contractor intends to subcontract any portion of the work bid upon, the bid or offer must state the name and address of each subcontractor who will perform work, labor, or render service to the Contractor in or about the construction of the work, in the amount equal to 1/2 of 1% or more of the Contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the Contractor's total bid or \$10,000, whichever is greater.

Said information shall be included on the sheet provided in the Contract Documents. The General Contractor shall perform a minimum of 50% of work and shall be so licensed therefor. All subcontractors shall accordingly be licensed to perform the work for which they are to be responsible therefor.

AWARD AND EXECUTION OF CONTRACT DOCUMENTS

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became

effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Opening of Bids

Bids will be opened and publicly via PlanetBids at the time set forth in the Notice to Contractors, or shortly thereafter.

Award or Rejection of Bids

The award of the Contract, if it be awarded, will be to the lowest responsible bidder complying with these instructions and with the Notice to Contractors. The Contracting Agency, however, reserves the right to reject any or all bids, and to waive any informality in bids received. The City reserves the right to hold the low responsible bid for up to 60 calendar days before awarding.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alteration or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

No bidder may withdraw his bid for a period of 60 calendar days after the time set for opening thereof. However, the Contracting Agency will return all proposal guarantees, within 15 calendar days of the execution of Contract, or rejection of the bids, to the respective bidders whose proposal they accompany.

Levine Act

This project shall comply with the requirements of the Levine Act. The successful bidder shall submit the "California Levine Act Statement" form prior to Award of Bid as outlined in PART C. California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered. The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Nondiscrimination

In performance of the terms of this Contract, the Contractor shall not engage in, nor permit such subcontractors as he may employ from engaging in, discrimination of race, color, national origin, sex, religion, age, or disability in employment of the provision of services. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

Workers' Compensation Insurance

The Contractor is required to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code and before entering into a contract, the bidder to whom Contract has been awarded shall furnish satisfactory evidence that he has secured, for the period of the Contract, full workers' compensation insurance in accordance with the Standard Specifications, from any responsible insurance company authorized to do business in this State and such insurance shall be

maintained in full force and effect at his own expense during the life of the Contract. A waiver of subrogation must be provided on behalf of the Certificate holder for Workers Compensation and Employers Liability.

Financial Statement

Before entering into a contract, the successful bidder shall furnish a statement of his financial condition and previous construction experience or such evidence of his qualifications as may be required by the Contracting Agency.

Agreement and Bonds

The form of Contract which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and should be carefully examined by the bidder. The Agreement and the Bonds will be executed according to law.

Bonds

The 10% Bid Bond shall meet the same requirements as the Performance Bond and Labor and Material Bond. The successful bidder, prior to the execution of the Contract, will be required to furnish a Labor and Material Bond in an amount equal to 100% of the Contract price and a Performance Bond in an amount equal to 100% of the Contract price. The Contract Bonds (Bid Bond, Performance & Maintenance Bond, and Labor and Material Bond) "shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California." Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Insurance

The successful bidder, prior to execution of the Contract, will be required to furnish insurance as detailed in the General Provisions. Insurance is to be provided by insurers with a Best's rating of no less than A-: VIII.

Grant Funding Requirements

The Contractor and any Subcontractors shall comply with the grant funding requirements noted in these Specifications.

PART C
GENERAL PROVISIONS

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 GENERAL

Subsection 1-1 of the Standard Specifications is supplemented by the following:

The Contractor shall comply with the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest edition, including all subsequent addenda and supplements, hereinafter referred to as "Standard Specifications", as published by BNI Publications, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, phone (760) 734-1113, and including the additions and amendments contained in these documents.

The SSPWC, latest edition, including all subsequent addenda and supplements, are incorporated herein by reference and are intended to govern the relationship of the parties, except as are modified herein or are inconsistent with the provisions hereof.

The Contractor shall additionally comply with the provisions of the California Building Codes (CBC), latest edition, as published by International Conference of Building Officials, along with all other codes, Standards and Specifications utilized by the City of Lancaster during the course of construction.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City, the Capital Program Manager, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death (including that sustained by Contractor's or subcontractor's employees), or to injury to or destruction of tangible property (other than the work itself) including the loss of use thereof; and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The obligations of the Contract under this indemnity and hold harmless agreement shall not apply to (a) liability for damages arising from the sole negligence or willful misconduct of the City, the Capital Construction Manager, their agents, consultants, or independent contractors (other than the Contractor) who are directly responsible to the Capital Program Manager, nor the (b) the liability of the City, the Capital Program Manager, their agents, or employees, or consultants, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, the Capital Program Manager, their agents or employees, provided such giving or failure to give is the sole cause of the injury or damage.

1-2 TERMS AND DEFINITIONS

Subsection 1-2 of the Standard Specifications is supplemented by the following:

Whenever the terms listed below appear in the Contract Documents, they shall be defined as follows:

Bid Price - The unit or lump sum amount shown in the Bid Schedule for the work item.

Building Code - California Building Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Caltrans Standard Specifications - Standard Specifications of the State of California Department of Transportation latest edition, including all subsequent addenda and supplements (*where specifically called out*).

Contracting Agency - City of Lancaster - City

City Council - City Council of City of Lancaster

Council – Los Angeles/Orange Counties Building & Construction Trades Council

Community Work Force Coordinator – delete all references.

Claim – A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routing request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Days – Calendar Days, unless otherwise noted

Electrical Code - California Electrical Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Engineer – City Engineer, or authorized representative of the City Engineer.

Execution of the Contract by the City - Execution of the Contract by the City will be complete when the City issues a Notice to Proceed.

Handbill - A small printed notice personally distributed by hand to individuals identified by the Engineer as specified in PART D. In no event shall handbills be placed in or on any portion of an owner's mailbox.

Mechanical Code - California Mechanical Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.

Notice of Completion - Notice executed by the City and Recorded with the County of Los Angeles Recorder giving formal notice of the completion of the work.

Plumbing Code - California Plumbing Code, latest edition, including all subsequent addenda and supplements (*where specifically called out*) and Lancaster Municipal Code Amendments, thereto.
Prime Specialty Contract – is a contract which the city enters into directly with a specialty contractor, as defined in Section 7058 of the Cal. Business & Professions Code, rather than contracting with a general contractor.

Standard Specifications - The Standard Specifications for Public Works Construction, latest edition, including all subsequent addenda and supplements, and the Standard Plans for Public Works Construction, latest edition, including all subsequent addenda and supplements, prepared by the American Public Works Association.

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.2 Subcontractor Listing.

Subsection 1-6.2 of the Standard Specifications is supplemented by the following:

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

Non-Collusion Declaration of Subcontractor

The Contractor shall, upon request, obtain and produce the Non-Collusion Declaration of Subcontractors to the effect that the bid is genuine, and that neither the Subcontractor, nor any person or entity associated with the Subcontractor, has directly or indirectly colluded with any person or entity in regard to the bid. Should these forms be requested they must be completed and notarized by each subcontractor listed.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is supplemented by the following:

Award

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet

minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 calendar days after the opening of the bids. The City reserves the right to reject any or all bids; to waive any informality in any bid; or to award the contract to any bidder other than the lowest bidder should it deem in its best interest to do so. The City reserves the right to award a contract on the work and any alternates listed in the bid form in sum total, individually, or in any combination. The City reserves the right to award the contract for part or all of the items on the Bid Schedule.

Disqualification of Bidders

More than one bid from any person under the same or different names will not be considered. Reasonable grounds for believing that any person is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such person is interested. If there is reason for believing that collusion exists among any bidders, none of the participants in such collusion will be considered in future bids. Bids in which the price of any item grossly differs from the current market price may be rejected. Bids from Contractors who do not possess the specified license may be rejected. Bids that do not include proof of certification of an individual trained in providing traffic control in construction zones may be rejected.

Levine Act

This project shall comply with the requirements of the Levine Act. The successful bidder shall submit the "California Levine Act Statement" form prior to Award of Bid. California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered. The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Lancaster City Council Members are listed at:

<https://www.cityoflanasterca.org/government/city-officials/city-council-copy>

Current Planning Commissioners are listed at:

<https://www.cityoflanasterca.org/government/commissions-appointments/planning>

Proposers are responsible for accessing this link to review the names prior to submitting the form included herein at the end of this PART C.

Execution of Contract

The contract, in form and contents satisfactory to the City Attorney, shall be executed and submitted by the successful bidder, together with the bonds and insurance within 14 calendar days after such bidder has received the written contract. No bid shall be considered binding upon the City until the execution of the contract by the City. Failure to execute the contract and file acceptable bonds, insurance policies or certificates, as provided herein, within 14 calendar days, shall be just cause for the annulment of the award, and forfeit of bid guaranty to the City, as liquidated damages. The City may request a complete, notarized financial statement from the Contractor prior to the award of the contract, and will notify the Contractor if said statement is required.

1-7.2 Contract Bonds.

Subsection 1-7.2 of the Standard Specifications is supplemented by the following:

All bonds shall be in the form acceptable to the City Attorney. At execution of the contract, the successful bidders shall furnish two (2) contract bonds as follows:

- a) A Faithful Performance Bond in the amount of 100% of the contract price
- b) A Labor and Material Bond in the amount of 100% of the contract price

The Faithful Performance and Labor and Material bonds shall be submitted on forms furnished by the City. Said bonds shall be secured by an "admitted surety insurer" (as defined in the California Code of Civil Procedure Section 995.120, or successor statute) who can either: (i) meet the minimum rating of A-: VII in the latest edition of the Best's Key Rating Guide Property-Casualty; or (ii) provide the following documentation as mandated by the California Code of Civil Procedure Section 995.660, or successor statute:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Evidence that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- (4) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the City.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

Subsection 2-2 of the Standard Specifications is supplemented by the following:

Permits, Applications, Notices and Inspections

No work shall be started within the street right-of-way or on City property until the Contractor has obtained the necessary permits.

All permits, applications, notices and inspections required by the duly authorized governmental agency and servicing utility companies shall be obtained by the Contractor. No fee permits shall be obtained from the City of Lancaster. All inspections by the governmental agency and/or the servicing utility shall be arranged and applied for by the Contractor and he shall deliver all inspection certificates to the Engineer prior to final acceptance of the work. All fees, including but not limited to permit issuance, inspection, plan check, and charges connected with any permits and/or applications shall be included in the original bid price and shall not be the cause for additional charges or claims by the Contractor.

Business License

The Contractor shall have a business license to perform work in the City of Lancaster.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.2 Temporary Utility Services.

Subsection 2-5.2 of the Standard Specifications is supplemented by the following:

Recycled Water

When project limits are located, in whole or in part, between 50th Street West and 50th Street East, Contractor shall not draw water from any potable water fire hydrant (except to extinguish a fire); Contractor shall draw water from recycled water hydrants. With each public contract, the Contractor shall make application for recycled water use to the City of Lancaster Public Works Department Utilities Services Division. If recycled water is unavailable, the Contractor shall obtain a waiver for each contract, in writing, from the City of Lancaster Public Works Department Utilities Services Division allowing the Contractor to obtain permission to draw potable water from the potable water utility owner. Contractor shall identify the Recycled Water Supervisor in the Daily Report each day.

2-9 CHANGED CONDITIONS.

Subsection 2-9 of the Standard Specifications is supplemented by the following:

When the Engineer and the Contractor fail to agree as to whether an alteration ordered by the Engineer constitutes a material change or difference in the character of work as therein contemplated, or fail to agree on the compensation to be allowed for such altered work, **the**

Contractor shall forthwith proceed with the altered work upon written order from the Engineer. Pending a settlement of the dispute, the Contractor shall file with the Engineer within 48 hours after receiving such written notice to proceed, a claim setting forth in detail in what particulars the character of the work was changed and by what amount the unit cost was increased. The failure of the Engineer to recognize a change in the character of the work when ordering alterations shall in no way be construed as relieving the Contractor of his duty and responsibility for filing a claim as above provided. The Contractor shall receive no additional compensation for such altered work unless he files such a claim within 48 hours after receiving notice from the Engineer to proceed and full settlement shall be made on the basis of the contract unit prices.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS.

Subsection 3-3 of the Standard Specifications is supplemented by the following:

No subcontract releases the Contractor from the contract nor relieves the Contractor of their responsibility for a subcontractor's work.

Your attention is directed to revisions by the Department of Industrial Relations (DIR) to Labor Code Section 4. 1725.5 and Section 5. 1771.1, whereby each subcontractor must be registered and pay an annual renewal fee per SB 854 in order to engage in the performance of any contract for public works which is subject to requirements of this chapter. This language must be included in all subcontracts.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Before subcontracted work starts, submit a Subcontracting Request form.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

CWA

This project shall comply with the requirements of the COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (“CWA”) for all Project Work agreements executed after July 1, 2025. The Contractor, and each of its subcontractors, of whatever tier, shall be required to submit LETTER(S) OF ASSENT in accordance with the CWA included in PART I.

No Contractor or subcontractor shall commence Project Work without having first provided a copy of the LETTER OF ASSENT as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described in the CWA, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

3-4 AUTHORITY OF THE BOARD AND ENGINEER.

Subsection 3-4 of the Standard Specifications is supplemented by the following:

Neither the City of Lancaster, the City Mayor, the Engineer, nor any other officer or authorized representative of the Agency shall be personally responsible for any liability arising under this Contract.

Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will, upon request by the Contractor, be given or confirmed by the Engineer in writing.

3-5 INSPECTION.

Subsection 3-5 of the Standard Specifications is supplemented by the following:

Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously approved by the Engineer or included in the quantities for progress payments.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

Subsection 3-6 of the Standard Specifications is supplemented by the following:

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. No work by subcontractors will be allowed in the absence of said authorized representative, unless previous arrangements are agreed to by the Engineer. In the event a subcontractor attempts to perform work in the absence of the authorized representative, a **STOP NOTICE** may be issued to the subcontractor.

When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

3-7 CONTRACT DOCUMENTS.

Subsection 3-7 of the Standard Specifications is supplemented by the following:

The approved project plans shall be supplemented by such working drawings that may be necessary to adequately control the work. All authorized alterations affecting the requirements and information given on the approved Project Plans shall be in writing. No changes shall be made on any plan or drawing after the same has been reviewed by the City, except by its direction. Any shop or working drawings furnished by the Contractor shall be at his own expense and are subject to review, unless review is waived by the Engineer. All such plans shall be in conformity with the

approved Project Plans. Although they were reviewed by the Engineer, the Contractor shall be responsible for accuracy of dimensions or details.

3-10 SURVEYING.

3-10.1 GENERAL.

Subsection 3-10.1 of the Standard Specifications is supplemented by the following:

The Engineer shall provide all construction survey staking at no cost to the Contractor. The Contractor shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness.

If construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor. The Contractor shall notify the Engineer at least 2 working days before he will require survey services in connection with the laying out of any portion of the work.

The cost of delays, errors and overtime payments to the Engineer due to improper or incomplete scheduling or notification of survey work by the Contractor shall be borne by the Contractor.

3-11 CONTRACT INFORMATION SIGNS.

Subsection 3-11 of the Standard Specifications is supplemented by the following:

The Contractor shall procure, install and maintain one (1) Construction Project Identification Sign for the duration of the Project. Sign shall comply with Section 82-2 for Sign Panels and 82-3 for Roadside Signs of the Caltrans Standard Specifications, and the City of Lancaster Public Works Standard Plans.

Sign panels shall include Engineering Grade (Level 1) retroreflective sheeting and be installed on two (2) 4"x4" wood posts in a location to be determined by the Engineer or Inspector. For projects with rolling construction through multiple locations, and at the sole discretion of the City, sign panels may be attached to temporary traffic control devices.

Contractor shall obtain current City of Lancaster graphic and project funding language from the City Inspector and submit shop drawings prior to sign fabrication.

At project completion, project sign, including foundations, shall be removed and disposed by the Contractor and the site shall be restored to its original condition. At the sole discretion of the City, Project sign may be delivered to the City Maintenance Facility at 615 West Avenue H in lieu of disposal.

Payment for Contract Information Signs shall be included with other items of work. No separate payment shall be made.

3-12 WORK SITE MAINTENANCE.

Subsection 3-12 of the Standard Specifications is supplemented by the following:

Refuse Collection and Disposal

The Contractor shall comply with Section 13.16 of the Lancaster Municipal Code with regard to waste disposal. Should the Contractor choose to procure the services of a commercial waste hauler, he shall use the City's franchise waste hauler for the removal and disposal of waste.

Dust Control

Dust resulting from the Contractor's performance of the work, either inside or outside of the right-of-way, shall be controlled by the Contractor in accordance with Section 3-12 of the Standard Specifications and AQMD Rule 403, as amended, or any subsequent corresponding rule adopted by the Antelope Valley Air Quality Management District (AVAQMD) on or after July 1, 1997. Dust control shall be in effect at all times during earthwork operations, earth hauling operations, while heavy equipment is operating, and at all other times when dust could be generated. Stockpiled earthen materials shall also be treated for dust control as needed.

The Contractor shall be liable for any and all fines which may be imposed by AQMD or AVAQMD. In addition, the City of Lancaster may impose a \$500 per day penalty for each calendar day the Contractor is not in compliance with the provisions of this specification.

No separate payment will be made for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing dust control in accordance with Section 3-12 of the Standard Specifications and AQMD Rule 403, as amended, or any subsequent corresponding rule adopted by AVAQMD on or after July 1, 1997. Full compensation for dust control shall be included in the various items of work involved.

Flow and Acceptance of Water

It is anticipated that storm, surface or other waters may be encountered at various times and locations during work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk rising from such waters and has prepared his bid accordingly, and Contractor, by submitting his bid, assumes all risk.

3-12.5 Sanitary Sewers.

3-12.5.1 General.

Subsection 3-12.5.1 of the Standard Specifications is supplemented by the following:

Sewer System O&M Program Requirements

O&M Program requirements are applicable to all Contractors working on City sanitary sewer systems facilities. Contractors shall be appropriately trained as indicated below.

The Contractor shall certify that its employees have been trained in operations and maintenance of sanitary sewer systems.

The Contractor shall demonstrate that their employees have been trained through:

- a. Training records
- b. Class content materials
- c. Providing certification, of no less than 1 of the Contractor's employees on the project hold a valid/current CWEA Grade I Certificate in Collection System Maintenance Technology. Depending on the size of the sewer project more than one employee may be required to be certified. The requirements for CWEA certification process for Grade I require:
 - i. No education or experience
 - ii. Successful completion of an examination to obtain the certificate
 - iii. 12 training hours every 2 years to maintain the certificate
 - iv. Payment of membership and testing fees

3-12.5.3 Sewer Spill Prevention and Emergency Response Plan.

Subsection 3-12.5.3 of the Standard Specifications is supplemented by the following:

Spill Emergency Response Plan (SERP)

A Spill Emergency Response Plan (SERP) shall be prepared by Contractors working on City Sanitary Sewer Systems facilities. An example of the City's Sewer Spill Emergency Response Plan and workbook is included at the end of this part

The Contractor is required to develop project-specific SERP subject to agency approval and to train their employees regarding its content and implementation. The Contractor is required to conduct a drill witnessed by the City to demonstrate that they have appropriate equipment and training.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY.

3-13.1 Completion.

Subsection 3-13.1 of the Standard Specifications is supplemented by the following:

Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution of from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof. The determination to rebuild, repair, or restore shall be made by the Engineer and his decision shall be final. In case of suspension of the work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary protective structures where necessary.

3-13.3 Warranty.

Paragraph 1 of Subsection 3-13.3 shall be amended to read as follows:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 90 days for Landscaping and Irrigation Improvements and for a period of 1 year for all other improvements. The warranty period for Landscaping and Irrigation Improvements shall start on the date the Work was completed as determined by the Engineer. The warranty period for all other improvements shall start on the date the Work was formally accepted by the Agency.

Subsection 3-13.3 of the Standard Specifications is supplemented by the following:

Corrective work shall be performed within 2 working days after receiving notice from the Engineer or within that time as may be allowed by the City. Notice may be by phone or letter to the Contractor. The Contractor will be responsible for defective materials and must replace defective material at his cost.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL.

Subsection 4-1 of the Standard Specifications is supplemented by the following:

Materials and workmanship, unless indicated or specified otherwise, shall be in strict conformity with the Standard Specifications for Public Works Construction, latest edition, and all addenda thereto; nothing in these Specifications is to be construed to permit work below the standards of these ordinances and those of the Occupational and Safety Health Act. Any work found after acceptance of the Contract which does not comply with applicable codes shall be made to conform to the codes.

All materials and equipment shall be new and bear the label of, or be listed by, the Underwriter's Laboratories or the National Fire Protection Association, where applicable. All materials shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the latest approved design.

All materials of the same type shall be supplied by the same manufacturer.

All materials and equipment shall be installed in a secure, neat, and workmanlike manner by competent workmen, and any item not so installed shall be corrected to meet the complete approval of the Engineer. If at any time, the Contractor believes that he cannot secure proper results through the use of materials and the procedure specified, it shall be his obligation to immediately notify the Engineer in writing, setting forth his decision.

Materials Furnished

The Contractor shall furnish all materials required to complete the work except such materials as may be designated in the Special Provisions to be furnished by the City.

Cleaning Equipment and Materials

The Contractor shall thoroughly clean all fixtures, apparatus, and equipment installed under his contract. Any dirt, rubbish or grease on walls, poles, walks, equipment or fixtures, for which the Contractor is responsible, must be removed by him and the premises left in first class condition in every respect. All rubbish resulting from the work shall be removed from the site by the Contractor, from time to time during construction, and/or when so directed by the Engineer.

Removal of Defective or Unauthorized Work

All work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no additional compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct cost of same from any monies due, or to become due, the Contractor.

Graffiti Abatement

All construction equipment, traffic control devices, and the general job site shall be maintained in an essentially graffiti-free state. The General Contractor will be solely responsible for all labor and materials required to maintain this condition. The General Contractor shall have 24 hours in which to rectify any graffiti condition brought to his/her attention in writing by the Engineer representing the City. Should the graffiti not be removed in the allotted time, a fee of \$500.00 for each 24 hour period will be assessed by the City to the General Contractor until resolution of the situation. If the City determines that the graffiti cleanup is taking an inordinate amount of time, the City shall, at its own discretion, have the right to clean up the graffiti. The Contractor shall pay all costs associated with graffiti cleanup work performed by the City plus accrued penalties. If the Contractor fails to pay for the cleanup, such payment shall be deducted from monthly progress payment due the Contractor.

Quality Assurance

The City may retain various specialists such as material and soils testing laboratories to observe performance of work such as earthwork in connection with excavation, filling, and grading. Work performed that does not meet technical or design requirements shall be corrected by the Contractor at no additional expense to the City. No deviations from the Contract Documents without specific and written acceptance of the City shall be accepted.

4-2 PROTECTION.

Subsection 4-2 of the Standard Specifications is supplemented by the following:

Protection of Work and Materials

The Contractor assumes all responsibility for materials, storage, damage to equipment, and safety to all personnel and public, until final acceptance by the Agency. The Contractor will be held

responsible for defective material, and if at any time there is defective material obtained, the defective material shall be removed from the worksite and new material(s) shall be obtained.

4-3 INSPECTION.

4-3.1 General.

Subsection 4-3.1 of the Standard Specifications is supplemented by the following:

Concealment of Work

In order to allow for inspection, and in addition to any inspection required, the Contractor shall notify the Engineer sufficiently in advance of the permanent concealment of any materials or work.

If any work is concealed or performed without the prior notice specified above, then the work shall be subject to such tests or exposure as may be necessary to prove to the Engineer that the materials used and the work done are in conformity with the plans and specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at its expense. The Contractor shall replace, at its own expense, any materials or work damaged by exposure or testing.

4-4 TESTING.

Subsection 4-4 of the Standard Specifications is supplemented by the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

If, after testing, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. After approval, any material which becomes unfit for use due to improper storage, handling, or any other reason, shall be rejected.

4-6 TRADE NAMES.

Subsection 4-6 of the Standard Specifications is supplemented by the following:

The designation of a brand name or catalogue number in these specifications is not intended to restrict bidding. It shall be, as approved in writing, at the absolute discretion of the City, however, to determine whether or not any substitute product is in fact equal. Where the Contractor elects to use a substitute item to that named in the specifications or on the plans he shall first submit a written request to the Engineer and receive the Engineer's written approval to do so before incorporating the item in the project. Any substitute item not receiving such approval shall be removed.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.1 General.

Subsection 5-3.1 of the Standard Specifications is supplemented by the following:

Employment of Apprentices

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Information on award of contracts is reported to the California Department of Industrial Relations - Division of Apprenticeship Standards in accordance with Section 3098, Chapter 4, Division 3, of the California Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards Branch offices.

5-3.3 Payroll Records.

Subsection 5-3.3 of the Standard Specifications is supplemented by the following:

All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The Contractor is required to report payroll activities to ensure compliance with Section 5-3.2 of the Standard Specifications. The City may require the Contractor to also submit certified Payroll Summary Forms upon request, listing each person who is employed on their project by the Contractor and by Subcontractors, their classification and hourly rate.

When requested, certified payroll summaries, shall be submitted to the City. Pay requests will be processed after the City has reviewed the applicable payrolls and found them to be in compliance with California Labor Code.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

Subsection 5-4.2 of the Standard Specifications is supplemented by the following:

Insurance Requirements for Contractors

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided

herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from execution of contract until acceptable insurance is provided.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Commercial General Liability

Each Occurrence	\$5,000,000
Per Project General Aggregate	\$10,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
XCU Coverage Must Not Be Excluded	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$10,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

Pollution Legal Liability (As Required by Project)

Per Occurrence	\$5,000,000
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- A. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 2010 07 04 and CG 2037 07 04 combined, or equivalent, providing ongoing and completed operations covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01. A copy of the endorsements must accompany the certificate.
- B. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- C. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers' Compensation/Employer's Liability policies and a copy of the endorsement must accompany the certificate.
- D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.
- F. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the City insured entities.
- G. Insurance provided and maintained by Contractor must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.
- H. Contractor shall furnish the City with Certificates of Insurance and with endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- I. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.
- J. Certificates of Insurance must be deposited with the City of Lancaster for all coverage required by this contract. Certificates shall meet the following requirements:

- 1. Shall be accompanied by a policy endorsement stating that coverage shall not be suspended, voided, cancelled, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City of Lancaster.
- 2. List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

PWCP 24-008 – Samaritan's Purse Park Renovation

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

- 3. List in the "Certificate Holder" section:

City of Lancaster
Capital Engineering
44933 Fern Avenue
Lancaster, California 93534

- K. Contractor shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Contractor.
- L. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Contractor's insurance coverage shall be primary insurance as respects the City insured entities.
- M. Any insurance or self-insurance maintained by the City insured entity shall be in excess of the Contractor's insurance and shall not contribute with it.

- N. Contractor agrees to indemnify and hold harmless the City of Lancaster, its elected officials, officers, employees and volunteers against all claims, damages, losses and expenses, including attorney's fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

Verification of Coverage

Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Subsection 6-1 of the Standard Specifications is supplemented by the following:

The Contractor shall submit an electronic Project Schedule to the Engineer for approval at least 48 hours prior to the preconstruction conference. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Engineer may withhold approval of progress payments until the Contractor submits the required schedule.

The Contractor shall update the schedule every two (2) weeks and provide the updated schedule to the Engineer and the Inspector. If, in the opinion of the Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Engineer, without additional cost to the Agency. In this circumstance, the Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Engineer deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the Engineer under this clause shall be grounds for a determination by the Engineer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Engineer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

In the event the Contractor must modify the Project Work Schedule, a written request to modify the Schedule shall be submitted to the Engineer for approval at least 48 hours prior to the intended change prior to commencing on the changed portion of the work. Performing work out of sequence with the approved schedule may result in issuance of a Stop Notice. Contract Working Days will continue to count until the schedule is revised and work sequence is compliant.

Preconstruction Conference

A Preconstruction Conference will be held for the Contractor, the subcontractors and affected agencies and utilities. The date, time and location of said conference shall be scheduled by the Engineer. The Contractor shall submit the following forms and/or information 48 hours prior to the preconstruction conference: Emergency Contact Information, Project Construction Schedule, Schedule of Values for all Lump Sum items, designation of Project Superintendent and designation of Certified Traffic Control Person assigned to the project.

Emergency Information

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the Los Angeles County Sheriff's Department prior to beginning the work.

6-2 PROSECUTION OF THE WORK.

Subsection 6-2 of the Standard Specifications is supplemented by the following:

The Contractor shall conduct his operations so as to have under construction no greater length or amount of work than he can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient materials and labor on hand to prosecute the work to completion.

6-3 TIME OF COMPLETION.

6-3.1 General.

Subsection 6-3.1 of the Standard Specifications is supplemented by the following:

Holiday Moratorium

This project shall comply with the City of Lancaster Moratorium Policy. No excavation or work shall occur within the public right-of-way on Primary Arterials, Secondary Arterials, and Collector Streets between November 15th to January 2nd, except public safety emergency work or with written permission from the Engineer. Work commenced prior to the Holiday Moratorium shall be in such a condition that it will be resurfaced prior to November 15th.

Night, Weekend and Holiday Work

No work shall be performed at night, on Saturdays, Sundays, or on holidays observed by the City of Lancaster, except work pertaining to the public safety, or with the permission of the Engineer and in accordance with such regulations as he shall furnish in writing.

Before performing any work at said times, except work pertaining to the public safety, the Contractor shall submit a written request to the Engineer 48 hours in advance of the intended nighttime, weekend, or holiday work so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 5 p.m. to 7 a.m. of the succeeding day. The Contractor will reimburse the City for the inspector's time at the most current rate determined by the City's Finance Department. At the time of this printing the rate for inspection is \$231.51 per hour straight time, and \$322.88 per hour overtime.

Listed below are the Holidays that will be observed by the City of Lancaster during 2025:

New Year's Day	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 20
President's Day	Monday, February 17
Memorial Day	Monday, May 26
Juneteenth	Thursday, June 19
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Columbus Day	Monday, October 13
Veterans Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
Day after Thanksgiving	Friday, November 28
Christmas Eve Day	Wednesday, December 24
Christmas Day	Thursday, December 25
New Year's Eve Day	Wednesday, December 31

Listed below are the Holidays that will be observed by the City of Lancaster during 2026:

New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
President's Day	Monday, February 16
Memorial Day	Monday, May 25
Juneteenth	Friday, June 19
Independence Day	Saturday, July 4
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Day after Thanksgiving	Friday, November 27
Christmas Eve Day	Thursday, December 24
Christmas Day	Friday, December 25
New Year's Eve Day	Thursday, December 31

6-4 DELAYS AND EXTENSION OF TIME.

6-4.1 General.

The first paragraph of Subsection 6-4.1 of the Standard Specifications is supplemented by the following:

If delays are caused by unforeseen events beyond control of both the Contractor and the Agency, such delay will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays.

War, government regulations, labor disputes, strikes, floods, adverse weather necessitating cessation of labor, required "extra work", proper installation of required utilities in street right-of-way prior to paving, or other specific reasons as may be further described in the specifications may constitute such delay.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay is caused by failure of the Agency or the owner of the utility to provide for removal or relocation of existing utility facilities. Notwithstanding any of the provisions in Subsection 402-5 and Subsection 6-4.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-4 but will not be entitled to any other compensation for such delay.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

Subsection 6-5 of the Standard Specifications is supplemented by the following:

Before taking possession of or using any work, the Engineer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Agency intends to take possession of or use. However, failure of the Engineer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Agency's possession or use shall not be deemed an acceptance of any work under the contract.

6-6 SUSPENSION OF THE WORK.

6-6.2 Archaeological and Paleontological Discoveries

Subsection 6-6.2 of the Standard Specifications is supplemented by the following:

During construction, if subsurface archaeological resources are encountered, they shall be left in place and a qualified archaeologist called to examine the findings. Work shall not resume until the archaeologist has reviewed the findings, made recommendations for their removal or preservation, and has a reasonable opportunity to carry out the necessary mitigation procedures.

If the Contractor shows that there is no reasonable way to proceed with other work items, the counting of working period will stop. There will be no compensation for this type of delay.

6-9 LIQUIDATED DAMAGES.

Subsection 6-9 of the Standard Specifications is supplemented by the following:

The amount of liquidated damages is hereby revised to \$500 per calendar day.

In addition to the liquidated damages specified above, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

Subsection 7-3 of the Standard Specifications is supplemented by the following:

Drawing of Record

Contractor shall maintain a set of drawings on the job site to show all changes in work, dimensions of underground runs, locations, etc. Drawings shall be updated daily. Upon completion of the work, these drawings of record shall be delivered to the Engineer. The project shall not be submitted for City Council acceptance prior to approval of Drawings of Record ("As Built Drawings"), and retention cannot be paid until 35 days after a "Notice of Completion" has been recorded by the County Recorder's office except such amounts as are required by law.

Taxes

Bidders shall include any and all taxes in their bids.

It shall be the sole responsibility of the bidder to determine the applicability of any and all taxes which may or may not be due under the provisions of these specifications.

7-3.2 Partial and Final Payment.

Subsection 7-3.2 of the Standard Specifications is supplemented by the following:

Regardless of Section 7-3.2 of the General Provisions of the Standard Specifications, 5% will be deducted and retained by the City from each progress payment, and the remainder less the amount of all previous payments, liquidated damages and penalties will be paid to the Contractor.

As between the City and any other party, whether it be the Contractor, his surety, subcontractor or any other party, the City shall have the first priority right to satisfy any and all of its claims, costs,

losses, and damages, to the full amount of the retention, which may have been caused by the Contractor in the execution, breach, or omission of his duties hereunder.

Prior to the commencement of the Work, the City shall provide a schedule of deadlines by which the Contractor must submit pay requests. Any pay requests submitted after the deadline has passed will be reviewed for the following payment period and no exceptions to the deadline will be considered. Request for payments are to only be submitted in the format for payment requests designated by the City.

Retention of Funds to Ensure Performance

Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the City will make payment of funds retained from progress payments for performance security if the Contractor deposits in escrow with the City Treasurer or with a state or federal-chartered bank acceptable to the City, funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following terms and conditions:

- A. The Contractor shall bear the expense of the City and the escrow agent, either the City Treasurer or the bank, in connection with the escrow deposit made.
- B. Securities or certificates of deposit shall be of a value of at least 100% of the amounts of retention to be paid to the Contractor pursuant to this Section.
- C. The Contractor shall enter into an escrow agreement satisfactory to the City which agreement shall include provisions governing inter alia:
 - 1. The amount of securities to be deposited.
 - 2. The Contractor shall be the beneficial owner of any securities substituted and shall receive any interest or dividends thereon.
 - 3. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited.
 - 4. Conversion to cash to provide funds to meet defaults by the Contractor.
 - 5. The decrease in value of securities on deposit.
 - 6. The termination of the escrow upon completion of the Contract.
- D. The Contractor shall obtain the written consent of the surety to the escrow agreement.

Final Payment of Retention; Presentment of All Claims; Release of Any Claims Not Presented

Contractor shall, at the time he requests the retention amount or return of the retention securities, present in writing all claims which he may have against the City. Any claims which have not been presented in writing to the City at or prior to such time shall be deemed waived, and in regard thereto, the City is thereby released and forever discharged of any responsibility as to such unrepresented claims. For the purposes of this paragraph, an oral presentment shall not be deemed sufficient to constitute a presentment.

Release of Retained Funds

The funds retained by the City will be paid to the Contractor 35 days after a "Notice of Completion" has been recorded by the County Recorder's office, except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the contract to be further retained.

Partial Payments

All pay requests shall be for work completed by the end of the month of each month and shall be submitted on or by the 5th day of the following month. Payment shall be in the amount of the total value of work approved by the Engineer, less retention. Said estimate and payment will not be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than \$300. Once pay requests are approved by City staff, they will be forwarded to the Finance Department to be included in the next available payment cycle.

Delayed Payments

All monies due the Contractor under the Contract will be paid as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of Contract on the part of the Agency.

7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR.

Subsection 7-5 of the Standard Specifications is supplemented by the following:

Value Engineering

The State of California Department of Transportation Standard Specifications, latest edition, Subsection 5-1.14, Cost Reduction Incentive, is included in these Specifications by reference herein.

Proprietary Names and Substitutions

- a. Whenever any equipment, material, or process is indicated or specified by patent of proprietary name, or by name of manufacturer, such reference is used to establish the type, function, and quality required. Such references shall be deemed to be preceded by the words "equal and similar to." The Contractor may offer any equipment, material, or process for which the Contractor submits data supporting that such are substantially equal to that indicated or specified. Final determination of the acceptability of such substitute items shall rest with the Engineer. Engineer may consider the strength, appearance, durability, reliability, dimension, finish, efficiency, maintainability, service history, life cycle cost, and other characteristics of the proposed substitute in making that determination.
- b. A substitute item shall be a standard, catalogued product of a company regularly engaged in the manufacture of such items. No custom or prototype substitutes will be accepted. The Contractor shall certify that a substitute item will perform adequately the functions and achieve the results called for by the general design, be similar and of

equal substance, and be suited to the same use as the specified item. Contractor shall identify all differences between the proposed substitute and the specified, and state whether or not acceptance of the proposed substitute will require a change in the Contract Documents to adapt the design to the proposed substitute. Any redesign or changes in the Work resulting from acceptance of a substitute will be at the sole expense of the Contractor. The Contractor shall furnish such data concerning and perform such testing of the proposed substitute item and determine if it is substantially equal. Additional information requested by the Engineer shall be furnished by the Contractor within 7 calendar days of such request.

- c. For purposes of approving substitutions prior to bid opening the Contractor shall submit the necessary paperwork 10 calendar days prior to bid opening. The project shall be bid based on the approved Plans and Specifications. If, and only if, a substitution is approved prior to bid opening, it shall thereby be considered part of the approved Plans and Specifications.
- d. For purposes of approving substitutions as value engineering after bid opening, offers of substitute items shall be made within 25 percent of the total Contract Time after the Notice to Proceed. The Contractor shall allow the Engineer 28 calendar days review time to evaluate substitute items unless otherwise stated in the Specifications. No extension of the Contract Time will be authorized for any circumstance developing from the provisions of this Subsection. Failure to comply with the provisions of this Subsection will be sufficient cause for rejection of a proposed substitute.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

Section 400-1 of the Standard Specifications is supplemented by the following:

Clean-up and Restoration

- (a) Clean-up: The Contractor shall properly clean the work as it progresses and prevent his operations from producing dust in amounts damaging to property or annoying persons living in the vicinity.
- (b) Restoration: Any landscaping, fences, and walls disturbed during construction shall be replaced in a professional manner and as nearly as possible to their original condition.
- (c) Payment: Payment for clean-up and restoration shall be included with other items of work.

Protection of Property

All facilities such as utilities, drainage structures, fences, walls, and other structures encountered shall be protected in place and any damage to such facilities shall be repaired or replaced immediately to the satisfaction of the Engineer. Fences and other structures may be removed only with the permission of the Engineer.

The Engineer has attempted to show all pertinent existing underground utilities or substructures; however, it is the Contractor's responsibility to use due caution and to protect all utilities or substructure discovered, whether shown on the Plans or not.

The Contractor shall be responsible for any and all damage resulting from his construction activities. The damage shall be repaired or replaced to the satisfaction of the Engineer prior to final approval of this project.

Use of Private Property

The Contractor shall not place construction materials, soil, debris or other materials and items such as vehicles and equipment on privately owned property in the vicinity of the project without first having obtained in writing the approval of the owner(s) of those properties. A copy of each such approval form shall be provided to the inspector before the property is used. Any such property shall be restored to the satisfaction of the owner and the City before the project will be accepted. A written sign-off letter from the property owner shall be filed with the City prior to the final project acceptance by the City Council.

400-2 PERMANENT SURVEY MARKERS.

Section 400-2 of the Standard Specifications is supplemented by the following:

Existing land subdivision monuments and stakes shall be fully protected from damage or displacement and they shall not be disturbed unless directed by the Engineer. Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various items of work and no additional compensation will be made thereof.

All costs incurred for replacing existing survey monuments as a result of willful or careless destruction by the Contractor shall be borne by the Contractor.

SECTION 402 – UTILITIES

Section 402 of the Standard Specifications is supplemented by the following:

Location and Protection of Underground Hazardous Utilities

The Contractor is hereby notified that, as called out in the Special Provisions, there are underground utilities within the construction area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster, such as, but not limited to gasoline, electricity, fuel oil, butane, propane, chemicals, natural gas, or chlorine. Abandoned or inoperative utilities designed to carry hazardous substances shall be declared hazardous until determined otherwise.

During all excavation and trenching operations the Contractor will be required to exercise extreme precaution and protect these utilities from damage. Forty-eight (48) hours prior to any excavation in the proximity of the lines, the Contractor shall request the owners of these utilities, at the owner's

cost, to accurately determine the locations and depths of their potentially hazardous lines as follows:

1. The Contractor shall not trench or excavate within the area where a utility known to carry a hazardous substance exists until the owner is present and its location has been determined by potholing or other proven methods acceptable to the Engineer at intervals sufficient to determine its exact location. In no case shall the intervals between potholes or the location by other proven methods approved by the Engineer, exceed the distance set forth as follows:

- a. Excavation for highway or street construction:

The utility shall be located at intervals not greater than 25' for lines up to 8" in diameter, 50' for lines greater than 8" to 24" in diameter, and 100' for lines greater than 24" in diameter.

- b. Trench excavation:

- (1) Longitudinal utilities:

Longitudinal utilities in the street shall be located at intervals not greater than 500'. If determined to be within 6' of the excavation, it shall be further located at intervals not greater than 100'.

If the longitudinal location is less than 3' from any excavation, the utility shall be located at intervals not greater than 25' for lines up to 8" in diameter, 50' for lines greater than 8" to 24" in diameter, and 100' for lines greater than 24" in diameter.

- (2) Transverse utilities:

If the location of the utility is above the contract facility being installed it shall be carefully exposed by the owner and protected by the Contractor in a manner satisfactory to the owner prior to trenching or other excavation. If the clearance exceeds the minimums specified below, it need only be located.

- c. After it is determined that the horizontal or vertical clearance between the utility known to carry hazardous substances and the construction limits is less than 12" (18" if scarifying), the Contractor shall confer with the owner. Unless the owner elects to relocate the line or take it out of service, the Contractor shall not excavate until the line has been completely exposed by the owner within the limits of construction.

2. Once the physical location of the utility known to carry hazardous substances has been determined, the Contractor, in cooperation with and with the concurrence of the utility owner, shall determine how to protect and/or support utility from damage before proceeding with this work. The owner of the utility has the right, however, to support and/or protect its utility at the sole expense of the Contractor.

3. The Contractor shall notify the contracting agency, the public agency maintaining records for that jurisdiction and the owner, if known, whenever previously unidentified or unknown underground utilities are encountered so that the location can be accurately established and made a part of the permanent substructure records.

Full compensation for complying with the above requirements shall be considered to be included in the applicable bid item(s) of work and no additional payments will be made therefore.

402-1 LOCATION.

402-1.1 General.

Subsection 402-1.1 of the Standard Specifications is supplemented by the following:

The Contractor shall obtain a City "no-fee" permit and notify Dig Alert (811) before commencing any excavations in areas where utilities would normally be located. All potholing of gas lines shall be per the Southern California Gas Company Potholing Policy provided in the Appendix.

Underground utilities known to the City are identified in the Special Provisions or on the Plans. By the Contractor calling USA, such and other utilities should be marked on the project site. Should there appear to be discrepancies between the utilities shown on the Plans and those marked by the Utilities, the Contractor should not proceed until verifying the correctness thereof. Where the project is on City property, the operating City Department will mark the substructures following a request by the Contractor.

The Contractor will not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the Agency or the owner of the utility to provide for removal or relocation of existing conflicting utility facilities where such removal/relocation is not part of the Contractor's responsibility. Notwithstanding any of the provisions in Subsection 402-5 and Subsection 6-4.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-4, but will not be entitled to any other compensation for such delay.

Some existing utility facilities may remain in place and the Contractor will be required to work around and pave up to said facilities. During paving operations, the Contractor shall cooperate with the owners of sleeve type valve covers and raise such covers to grade.

SECTION 600 – ACCESS

600-1 GENERAL.

Section 600-1 of the Standard Specifications is supplemented by the following:

Protection of the Public

The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

The Contractor shall make all provisions necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public.

Whenever, in the opinion of the Engineer, an emergency exists for which the Contractor has not taken sufficient precautions for the public safety, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may direct such work to be done and material to be furnished as reasonable and necessary. The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the Agency for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. The minimum cost to the Contractor for the Agency to provide such remedial measures shall be \$500.00 per calendar day. However, whether or not the Agency does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Traffic Control and Public Convenience

The Contractor shall comply with Section 600 of the Standard Specifications and provide safe and continuous passage for pedestrian and vehicular traffic **at all times**. The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest version of the California Manual of Uniform Traffic Control Devices or as required by the Engineer to insure safe and continuous passage of traffic.

The Contractor shall provide one or more individuals certified by the Institute of Transportation Studies (ITS) (510) 231-9590, American Traffic Safety Services Association (ATSSA) (540) 368-1711, Global Environmental Network, Inc. (GENI) (714) 963-3961, the International Municipal Signal Association (IMSA) (800) 723-IMSA (4672), or other organizations as approved by the Engineer as having been trained in providing traffic control in a construction zone. The number of certified individuals required will be based on the size and complexity of the project and shall be determined by the Engineer. By submitting his bid, the Contractor acknowledges his awareness of this requirement and thereby warrants that said requirement will be met.

The certified individual shall be responsible for maintenance of all traffic control on the job site. This individual shall review the traffic control on the job site periodically throughout the day. If at any time the Inspector and/or Engineer determine that the traffic control is inadequate, he shall immediately issue a stop notice to the Contractor. Work shall not recommence until adequate traffic control is in place.

In no case shall traffic be diverted off of the existing roadway without prior approval of the Engineer. When the Contractor has been given approval to divert traffic from the existing roadway, a paved detour shall be provided. Unless specifically approved in writing, all detours shall be constructed of A.C. pavement. Paved detours shall be provided at the Contractor's sole expense.

When work on a primary or secondary arterial street will divert traffic from normal patterns, a Changeable Message Board shall be placed to notify motorist of upcoming construction at least 72 hours prior to construction. The precise placement of the Changeable Message Board shall be coordinated with the Engineer. Placement of the Changeable Message Board does not preclude the Contractor from any other notifications or posting required on the plans or in the specifications.

A detailed Temporary Traffic Control Plan that is signed and stamped by a Registered Traffic Engineer or Registered Civil Engineer shall be required when any of the following items are true:

Temporary traffic control will be implemented for more than 5 calendar days, traffic will be moved over the street's centerline, more than one lane will be closed, or the work being performed is within 250' of an existing traffic signal. If required, the Temporary Traffic Control Plan shall be submitted by the Contractor to the Engineer for approval 7 calendar days prior to commencement of construction. Should the submitted Temporary Traffic Control Plans not meet the requirements of the Engineer, the Contractor shall have the plans revised as necessary until the plans are approved by the Engineer. The failure of the Contractor to obtain an approved Temporary Traffic Control Plan shall not prevent the City from issuing a Notice to Proceed and/or counting contract days. A sample of anticipated Traffic Control Notes and General Notes is included in the Appendix to assist the Contractor in preparing the bid

In no case will the blackening-out of conflicting traffic striping, whether temporary or permanent, be allowed. All conflicting traffic striping and markings shall be removed by wet sand blasting or grinding, as determined by the Engineer. Pavement markings such as arrows and legends shall be removed in a squared-off or rounded-off pattern to adequately eliminate any evidence of the original configuration of the marking. All conflicting raised pavement markers shall be pried off and any remaining residue shall be removed by wet sandblasting. Any remaining residue or resultant material from utilizing stick-down delineators shall be removed in its entirety by grinding or wet sandblasting.

In order to facilitate the flow of the traffic during the contractual period, the Agency reserves the right to extend the limits of the project to include any areas where signing and delineating is deemed necessary by the Engineer. Lighted arrow boards shall be used whenever traffic diverted from the normal path of travel. Lighted arrow boards shall be solar powered unless otherwise authorized by the Engineer. Flag personnel shall be able to understand and give verbal directions in English to motorists as to alternate routes or provide a map of the alternate routes. The Contractor shall provide and install signs indicating alternate routes. Said signs shall be posted in advance of work area. The number of lighted arrow boards used shall be one per diverted traffic lane.

It shall be the Contractor's responsibility to maintain sufficient barricades adjacent to the project at all times during the construction to adequately protect the traveling public.

The Contractor shall be responsible for providing and maintaining an adequate number and layout of barricades and traffic cones around the work site. The Contractor shall not begin work until the Engineer has approved the placement and the number of barricades and delineators.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Contractor shall not close both sides of street at the same time. Any concrete sidewalk and driveway removals shall be replaced before a weekend, unless otherwise approved by the Engineer. Work on curb ramps shall be phased to two ramps at a time, and pedestrian accessibility must be maintained at all times. Concrete for Curb Ramp locations shall be placed back by week's end (nothing left open over weekend).

Wearing of Reflective Clothing and Hard Hats

All persons working within the City right-of-way shall wear bright orange or lime green safety shirts, vests, or jackets (identifying to motorists that such personnel are part of an organized

construction crew). All shirts, vests or jackets worn at night must be reflective. All persons working within City right-of-way or on City property shall wear hard hats. Should Contractor or subcontractor personnel be found working without required reflective clothing and hard hats, the General Contractor will be assessed \$100 for each individual occurrence.

600-2 VEHICULAR ACCESS.

Section 600-2 of the Standard Specifications is supplemented by the following:

Temporary Access to Private Property

The Contractor shall make such necessary arrangements and provide temporary access during the construction period as may be required by the owners. Should any owner or tenant contact the City to register a complaint about inadequate access, the Engineer will immediately notify the Contractor to contact the offended owner or tenant to remedy the situation to the satisfaction of the owner or tenant. If the Engineer determines that the Contractor has not satisfactorily remedied the access problem within four (4) hours of notification by the Engineer, the Contractor shall be subject to a \$250.00 fine. The Contractor shall be subject to an additional \$250.00 fine for every four (4) working hour period following the first four (4) hour period, until the Contractor has remedied the access problem to the satisfaction of the owner or tenant, or until the Engineer has determined that the Contractor has made a reasonable effort.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

Section 601-1 of the Standard Specifications is supplemented by the following:

Parking Control

The Contractor shall inform the residents and businesses of the intended work and the scheduled dates and locations of the "TEMPORARY NO PARKING" areas within 72 hours of commencing work. Notification shall be in form of door hangers delivered to each individual address. The "TEMPORARY NO PARKING" notices will be placed at least 24 hours, but not more than 48 hours, in advance of the work. The notices shall be placed no more than 100' apart (unless otherwise specified by the Engineer) on each side of the street. All notices shall be removed upon completion of work. Notice shall not be placed on power or telephone poles at any time during construction.

City of Lancaster

Sewer Spill Emergency Response Plan

Effective Date: 6/5/2023

Revised Date: 5/25/2023

Approved by: Benjamin Stewart

Signature: 

Date: 6/1/2023

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1. PURPOSE

The purpose of the City of Lancaster Spill Emergency Response Plan (SERP) is to support a prompt, orderly and effective response to spills (sanitary), reduce spill volumes, and collect information for prevention of future spills. A “spill” in this document is defined, by State Water Board Order No. WQ 2022-0103-DWQ as a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure.

The SERP provides guidelines for City personnel to follow in responding to, cleaning up, reporting, and properly documenting spills that may occur within the City’s service area. This SERP satisfies the State Water Board Order No. WQ 2022-0103-DWQ, which require wastewater collection agencies to have a Spill Emergency Response Plan.

Additionally, the SERP outlines procedures for responding to sanitary sewer spill backups into structures as required by the City’s insurer. “Backup” is a term typically used by insurers to describe property damage resulting from exposure and contact to untreated or partially treated sewage.

2. POLICY

The City’s employees are required to report all spills from agency owned sewer mains and publicly owned laterals found and to take the appropriate action to secure the spill area, properly report to the appropriate regulatory agencies, relieve the cause of the spill, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City’s goal is to respond to sewer system spills as soon as possible following notification. The City will follow reporting procedures regarding sewer spills as set forth by the Regional Water Quality Control Board and the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

3. DEFINITIONS AS USED IN THIS SERP

ANNUAL REPORT: An Annual Report (previously termed as Collection System Questionnaire in previous State Water Board Order No. 2006-0003-DWQ) is a mandatory report in which the City provides a calendar-year update of its efforts to prevent spills.

BASIN PLAN: A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

BENEFICIAL USES: The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS): CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

DATA SUBMITTER: A Data Submitter is an individual designated and authorized by the City’s Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

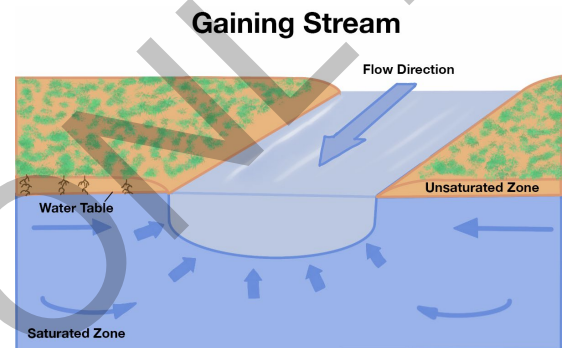
DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

ENVIRONMENTALLY SENSITIVE AREA: An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

EXFILTRATION: Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

FOG – Fats, Oils, and Grease: Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

HYDROLOGICALLY CONNECTED: Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of the SWRCB Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. See image, right. The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.



LATERAL (INCLUDING LOWER AND UPPER LATERAL): A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the City's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership. A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations. An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

LEGALLY RESPONSIBLE OFFICIAL: A Legally Responsible Official is an official representative, designated by the City, with authority to sign and certify submitted information and documents required by State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

MAINLINE SEWER: Refers to City wastewater collection system piping downstream of the sewer laterals that is not a private sewer lateral connection to a building.

MAINTENANCE HOLE OR MANHOLE: Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection

NOTIFICATION OF A SPILL: Refers to the time at which the City becomes aware of a spill event through observation or notification by the public or other source.

NUISANCE: For the purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and

- Occurs during, or as a result of, the treatment or disposal of wastes.

PREVENTATIVE MAINTENANCE: Refers to maintenance activities intended to prevent failures of the wastewater collection system facilities (e.g. cleaning, CCTV, inspection).

PRIVATE LATERAL SEWAGE SPILL – Spills that are caused by blockages or other problems within a privately-owned lateral.

PRIVATE SANITARY SEWER SYSTEM: A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

PRIVATE SEWER LATERAL: A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

POTENTIAL TO DISCHARGE, POTENTIAL DISCHARGE: Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

RECEIVING WATER: A receiving water is a water of the State that receives a discharge of waste.

SANITARY SEWER SYSTEM: A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the City;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks, and diversion structures.

For purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), sanitary sewer systems include only systems owned and/or operated by the City.

SATELLITE SEWER SYSTEM: A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

SEWAGE: Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of storm-water or groundwater, conveyed in a sanitary sewer system.

SEWER BACKUP A sanitary sewer spill resulting from a sanitary sewer system overflow, operational failure, and/or infrastructure failure in a publicly owned sewer system, with an appearance point and subsequent discharge into a structure.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

- **Category 1 Spill:**

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from a City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

- **Category 2 Spill**

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

TRAINING: Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

WASH DOWN WATER: Wash down water is water used to clean a spill area.

WASTE: Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface

waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

WATERS OF THE UNITED STATES: Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

WATER QUALITY OBJECTIVE: A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

4. STATE REGULATORY REQUIREMENTS FOR ELEMENT 6, SPILL EMERGENCY RESPONSE PLAN

The Sewer System Management Plan (SSMP) must include an up to date Spill Emergency Response Plan (SERP) to ensure prompt detection of and response to spills to reduce spill volumes and collect information for prevention of future spills. The SERP must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring, and reporting requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the SERP and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR); and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update it as needed.

The Sewer System Management Plan is available to the public at <https://www.cityoflanasterca.org/our-city/departments-services/development-services/utility-services/sewer-collection-system/sewer-system-management-plans> .

5. SPILL EMERGENCY RESPONSE PLAN OBJECTIVES

The Spill Emergency Response Plan includes measures to protect public health and the environment. The City will respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing discharges to waters of the State.

Additionally, City Staff will:

- Work safely;
- Properly document each spill event in a separate file including photos and/or video where applicable;
- Collect information for prevention of future spills;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the spill;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to spills;
- Perform post-spill response evaluation for adherence to procedures and effectiveness of response; and
- Revise response procedures, modify maintenance practices or provide additional training based on the results from the debrief and failure analysis of spills, if needed.

6. SPILL DETECTION AND NOTIFICATION

ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D, Element 6, Page D-6

The processes that are employed to notify the City of the occurrence of a spill include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

6.1 LIFT STATION ALARMS

The City operates one wastewater lift stations. In the event of a station failure the SCADA alarm system is activated and the City is contacted. An overflow or other significant alarm at the pump station requires a site visit. In the event that an SSO has occurred or is imminent due to a pump station failure, the first responder should use their professional experience and judgment to determine if it is necessary to call for assistance. The first responder should initiate and organize delivery of portable pumping units (including fuel), hoses, portable lights, and appropriate traffic control devices, if required.

To prevent spills, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole or bypassed around the station into the sanitary sewer system.

6.2 PUBLIC OBSERVATION

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are on the City's website: [Emergency Contact Information | City of Lancaster \(cityoflanasterca.org\)](https://www.cityoflanasterca.org).

The City's telephone number for reporting sewer problems is **(661) 723-5985** during regular business hours or the Sheriff's Department at **(661) 948-8466** after hours, weekends, and holidays.

- Normal Work Hours: Calls 7:00 to 5:00 Monday thru Thursday and 7:00 to 4:00 Friday are received at the main district office. The main office will notify the Field Crew via phone and will send an email to the Field Crew with caller information (name, address, phone, nature of complaint).
- After Hours: After hours call the Sheriff's Department and the Sheriff Dispatcher receives the call, takes the information from the caller, and communicates it to the Public Works Standby Crew at (661) 510-4362.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect and include in the spill event file, at a minimum, the following information to record the complaint:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint.

If the spill or backup is not in the City's service area the individual receiving the call provides the customer with the contact information for the responsible agency, and then notifies that agency.

If the spill or backup is in the City's service area, the Field Crew (during business hours) or standby employee (after hours) will respond to the address of the complaint and do an investigation. If the complaint is not a spill, the crew members' findings and actions taken, if any, are logged into the City Computerized Maintenance Management System (CMMS) or work order system. If after hours it is entered into the standby activity log using a field laptop if available. If a field laptop is not available, the information will be entered into CMMS, the work order system, or the standby activity log when the employee returns to the City.

If the complaint is a spill, the crew member will complete the Sanitary Sewer Spill and Backup Response Workbook and then enter the findings and actions taken into the City's CMMS, work order system, or standby activity log.

6.3 CITY STAFF OBSERVATION

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, responds to emergency situations. Work orders are issued to correct non-emergency conditions.

6.4 CONTRACTOR OBSERVATION

Contractors working on the City sewer system will be informed of contractor spill response procedures. Contractors working on behalf of property owners will be provided spill response information by Permit Technician Staff when they pull a permit. The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:

1. Immediately notify the City at 661-723-5985 and provide the following information if available:
 - a. Date, time contractor first noticed the spill
 - b. Description of the contractor's observation, including any information regarding whether the spill has reached surface waters or a drainage conveyance system
 - c. Contractor's contact information
2. Protect storm drains.
3. Protect the public.
4. Direct ALL media and public relations requests to the Communications Department at 661-723-6000.

6.5 NO OBSERVATION

If there are no witnesses or no call was received for a spill, the City staff will contact nearby residences or business owners in the vicinity of the spill, in an attempt to obtain information that brackets a given start time that the spill began. This information will be collected and documented on the Sanitary Sewer Spill Report in the Sanitary Sewer Spill/Backup Response Workbook.

7. SPILL RESPONSE PROCEDURES (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D Element 6 page D-6)

7.1 SEWER SPILL/BACKUP RESPONSE SUMMARY

The City will respond to spills as soon as feasible following notification of a spill/backup.

If it is not possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Field Crew performs the following:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- If the customer is not home the Field Crew completes the Door Hanger and leaves it on the customer's door.
- If the customer is home the Field Crew:
 - Explains that the blockage is in the customer's lateral and the City does not have legal authority to maintain or perform work on privately owned laterals.
 - Recommends to the customer that they hire a licensed contractor to clear their line.
 - Gives the customer the Your Responsibilities as a Private Property Owner pages from the Sanitary Sewer Spill/Backup Response Workbook.

If it is possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Field Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- Notifies Assistant Director or Public Works Supervisor of the incident.
- Relieves blockage and cleans impacted areas.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Public Works Supervisor.

Benjamin Stewart, Supervisor - Utility Services performs required regulatory reporting in accordance with the Sanitary Sewer Spill/Backup Response Workbook's Regulatory Reporting section.

If the overflow has impacted private property, the Field Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- Provides the customer with forms and information as indicated in the Sanitary Sewer Spill/Backup Response Workbook.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Public Works Supervisor.
- The Public Works Supervisor notifies the Risk Manager of incident.

The Risk Manager or designee:

- Reviews incident reports, claim form and other incident information and forwards, as appropriate, to Allied World Insurance.
- Communicates with claimant as appropriate.
- Communicates with Allied World Insurance to adjust and administer the claim to closure.
- Properly documents in writing all activities and communications before approving the final event file.

7.2 FIRST RESPONDER PRIORITIES

The first responder's priorities are:

- Prompt response to spills.
- To follow safe work practices.
- To respond promptly with the appropriate and necessary equipment.
- To reduce spill volume and contain the spill wherever feasible.
- To restore the flow as soon as practicable.
- To minimize public access to and/or contact with the spilled sewage.
- To promptly notify the Public Works Supervisor, or Assistant Director, or Lead Utility Workers in event of a spill needing additional resources, and/or impacting environmentally sensitive areas.
- To return the spilled sewage to the sewer system.
- To restore the area to its original condition (or as close as possible). Collect information for the prevention of future spills.
- Properly document the spill and response activities on the forms provided in the Sanitary Sewer Spill/Backup Response Workbook, including photos and/or video where practicable.

7.3 SAFETY

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before beginning response activities.

If the first responders encounter access restrictions or unsafe conditions that prevent its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ (SSS-WDR), the City provides written documentation of access restrictions and/or safety hazards in the corresponding required report.

7.4 INITIAL RESPONSE

The first responder must respond to the site of the spill/backup and visually check for potential sewer stoppages. The first responder will:

- Note arrival time at the site of the spill/backup.
- Verify the existence of a public sewer system spill or backup.
- Identify and assess the affected area and extent of spill.
- Assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools.
- Contact caller if time permits.
- Document the spill according to the requirements described in Section 10 of this SERP, including taking photos and/or videos of overflowing manhole(s)/cleanout(s).
- Take steps to contain, recover, and return the spill to the sanitary sewer as feasible. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Protect surface waters to the extent practicable. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event.

7.5 INITIATE SPILL CONTAINMENT MEASURES

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage.
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.

- Contain/direct the spilled sewage using dike/dam or sandbags.
- Vacuum retrieve sewage whenever practicable.
- Pump around the blockage/pipe failure.

Containment efforts will be documented. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.6 RESTORE FLOW

Using the appropriate cleaning equipment, set up downstream of the blockage and hydro-clean upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If other assistance is required, immediately contact the Public Works Supervisor, or Assistant Director, or Lead Utility Workers. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.7 EQUIPMENT

This section provides a list of specialized equipment that may be used to support this Spill Emergency Response Plan.

- *Closed Circuit Television (CCTV) Inspection Unit* – A CCTV Inspection Unit is required to determine the root cause for all spills from gravity sewers.
- *Camera* -- A digital or disposable camera (photo, video, or phone) is required to record the conditions upon arrival, during clean up, and upon departure.
- *Emergency Response Trucks* -- A utility body pickup truck, or open bed is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- *Portable Generators, Portable Pumps, Piping, and Hoses* – Equipment used to bypass pump, divert, or power equipment to mitigate a spill.
- *Combination Sewer Cleaning Trucks* -- Combination high velocity sewer cleaning trucks with vacuum tanks are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted area following the spill event.
- *Air plugs, sandbags, and plastic mats*
- *Spill Sampling Kits*
- *Portable Lights*

Standard operating procedures for equipment that may be necessary in the event of a sanitary sewer overflow or backup can be found in the Public Works Maintenance Yard.

8. RECOVERY AND CLEANUP (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), *Element 6, ATTACHMENT D, Page D-6*)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The spill recovery and cleanup procedures are described in the following sections.

8.1 ESTIMATE THE FLOW AND VOLUME OF SPILLED SEWAGE

A variety of approaches exist for estimating the volume of a sanitary sewer spill. The Field Crew members should use the method most appropriate to the sewer overflow in question and reference the Sanitary Sewer Spill/Backup Response Workbook which provides four (4) methods:

- Eyeball Estimation Method
- Duration and Flow Rate Calculation Method
- Area/Volume Method
- Upstream Connections Method

In addition, the following will be documented on the Sewer Spill Report form:

1. Description, photographs, and GPS coordinates of the system location where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
2. Estimated total spill volume exiting the system;
3. Description and photographs of the extent of the spill and spill boundaries;
4. Did the spill reach a drainage conveyance system? If yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume that reached the drainage conveyance system;
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system
 - Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable;
 - Estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water.
5. Estimated total spill volume recovered.

8.2 RECOVERY OF SPILLED SEWAGE

Vacuum up and/or pump the spilled sewage and wash down water and discharge it back into the sanitary sewer system. Thoroughly recover and dispose of sewage and wash down water.

8.3 CLEAN-UP AND DISINFECTION

Clean up procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts associated with a spill event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of City staff, a cleanup contractor will be used.

Private Property

City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow into property is the definite cause of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, property owners may submit a claim form.

Hard Surface Areas

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water and/or deozyme or similar non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways

The Department of Fish and Wildlife will be notified by Cal OES for spills greater than or equal to 1,000 gallons. For spills less than 1,000 gallons, contact County of Los Angeles, Department of Public Health, Environmental Health for direction.

Wet Weather Modifications

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results.

8.4 PUBLIC NOTIFICATION

Signs will be posted and barricades put in place to keep vehicles and pedestrians away from contact with spilled sewage. County of Los Angeles, Department of Public Health, Environmental Health instructions and directions regarding placement and language of public warnings will be followed. Additionally, the Supervisor or Lead Utility Maintenance Worker will use their best judgment regarding supplemental sign placement in order to protect the

public and local environment. Signs will not be removed until directed by County of Los Angeles, Department of Public Health, Environmental Health or the Supervisor or Lead Utility Maintenance Worker.

Creeks, streams, and beaches that have been contaminated as a result of a spill will be posted at visible access locations until the risk of contamination has subsided to acceptable background bacteria levels. Document the number and location of posted signs. The area and warning signs, once posted, will be checked every day to ensure that they are still in place. Photographs of sign placement will be taken.

In the event that an overflow occurs at night, the location will be inspected first thing the following day. The field crew will look for any signs of sewage solids and sewage-related material that may warrant additional cleanup activities.

When contact with the local media is deemed necessary, the Communications Department or their designee will provide the media with all relevant information.

9. WATER QUALITY (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, Attachment A - DEFINITIONS page A-5, Attachment E1 2.3 through 2.4 pages E1-5 through E1-8)

9.1 SURFACE WATERS OF CONCERN

The following waters of the State are in the City's service area:

- Amargosa Creek
- Lake Lancaster (Pond 2)

9.2 WATER QUALITY SAMPLING AND TESTING

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the City will conduct the following water quality sampling as soon as possible but no later than **18 hours** after the City's knowledge of a potential discharge to a surface water. Collect one water sample, each day of the duration of the spill, at:

- The DCS-001 location as described in section 9.7 (Receiving Water Sampling Locations) below, if sewage discharges to a surface water via a drainage conveyance system; and/or
- Each of the three receiving water sampling locations in section 9.7 (Receiving Water Sampling Locations) below;

If the receiving water has no flow during the duration of the spill, the City must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Environmental Senior Specialist staff will collect water quality samples in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The Environmental Senior Specialist staff collecting the samples will complete the Chain of Custody prior to transferring ownership of the samples to the American Environmental Testing Laboratory, Inc..

The American Environmental Testing Laboratory, Inc. shall analyze the collected receiving water samples for the following constituents:

- Ammonia, and
- Fecal coliform
 - **Water Quality Objectives That Apply to All Surface Waters**
The fecal coliform concentration during any 30-day period shall not exceed a log mean of 20/100 ml, nor shall more than 10 percent of all samples collected during any 30-day period exceed 40/100 ml. The log mean shall ideally be based on a minimum of not less than five samples collected as evenly spaced as practicable during any 30-day period. However, a log mean concentration exceeding 20/100 ml for any 30-day period shall indicate violation of this objective even if fewer than five samples were collected.
 - **Water Quality Objectives For Certain Water Bodies**
Susanville Hydrologic Unit: The fecal coliform concentration based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 20/100 ml, nor shall more than 10 percent of total samples during any 30-day period exceed 75/100 ml.

Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The City shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

9.3 LAB SELECTION

Analytical Lab

Samples collected for spill response and background monitoring purposes will be analyzed at American Environmental Testing Laboratory, Inc., which is accredited through the California State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP). ELAP provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes to meet the requirements of the State's drinking water, wastewater, shellfish, food, and hazardous waste programs. The State agencies that monitor the environment use the analytical data from these accredited labs. The ELAP-accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

Getting Samples to the Lab

At all times, sample hold times identified below will be observed in accordance with the following:

Analytical Parameter	Maximum Holding Time	Required Container Type	Required Preservative	Minimum Amount
Ammonia (NH ₃ as N); SM 4500NH ₃ B/C or B/G	28 days	Plastic / Glass	H ₂ SO ₄ pH <2 +0-6°C	200 mL
Coliform, Total / Fecal; SM 9221 B/E	8 hours – wastewater/storm- water 30 hours – drinking water	Plastic (sterile)	Na ₂ S ₂ O ₃ + 0-10°C; No regulatory temp. req. for drinking water)	100 mL

Once samples are collected, they will be transported by Environmental Senior Specialist to the lab to be processed.

9.4 WATER QUALITY ANALYSIS SPECIFICATIONS

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) must be performed by a laboratory that has accreditation pursuant to Article 3(commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

9.5 RECEIVING WATER SAMPLING LOCATIONS

Receiving water samples shall be collected at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)¹

Sampling Location	Sampling Location Description
RSW-001: Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

9.6 STREAM VELOCITY MEASUREMENTS

If sampling is performed after the spill has stopped, the velocity of the impacted surface water must be determined to estimate spill travel time and select an accurate downstream sample location. One way to measure the spill travel time is to use a velocity probe (such as a Global Water FP111-S Flow Probe) to determine the rate of flow in the water body. In cases where a water velocity probe is used, the manufacturer's instructions will be followed.

9.7 SAMPLE TYPES

Grab Samples

Grab samples are appropriate for the characterization of surface waters at a particular time and place, to provide information about minimum and maximum concentrations, and to allow for the collection of variable sample volume.

Grab samples may be collected directly into the sample container, or a clean decontaminated intermediate container may be used if a wading sample is not possible or safe. If an intermediate container is used, when in the field, double rinse the sampling device (bucket, automatic sampler) with sample water prior to collecting the sample and be sure to discard rinse water downstream of where sample will be collected. If samples are collected in a bucket and distributed into a consolidation collection container, swirl the contents of the bucket as it is being poured into the consolidation collection container to avoid settling of solids (and pour in back-and-forth pattern – e.g., 1-2-3-3-2-1).

- Grab Sample: A grab sample is defined as an individual sample collected at a given time. Grab samples represent only the condition that exists at the time the sample is collected (US EPA 1977).
- Surface Grab Sample: A sample collected at the water surface (i.e., skimming) directly into the sample container or into an intermediate container such as a clean bucket. A single or discrete sample collected at a single location.

¹ The City must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

Field Blanks

Field Blanks are used to evaluate the potential for contamination of a sample by site contaminants from a source not associated with the sample collected (e.g., airborne dust, etc.). Sterile, deionized water is taken into the field in a sealed container. This is the stock water. The stock water is then poured into the sample container. The containers and sample submission forms are labeled as "Field Blank." The same template selected for the test samples should be used. Field blanks are subject to the same holding time limitations as samples. The appropriate FIELD QC box on the sample Chain of Custody form should be checked.

9.8 SAMPLE LABELING AND CHAIN OF CUSTODY PROCEDURES

At a minimum, the following grab samples will be collected:

- Field Blank: See Section 9.7 for discussion.
- Upstream: A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
- Source: A point in the receiving water where sewage initially enters the receiving water. See Section 9.6 for information on determining velocity of the surface water in order to determine the Source sample location.
- "Downstream" of spill: A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water. This location will vary with the velocity of the surface water to be sampled (*see Section 9.6*).
- A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Sample labels shall be completed for each sample, using waterproof ink, as described in Section 9.5.

Photos or video of each sample location will be taken, properly labeled with date, time, and view direction and a map of the photo locations completed. Photos and videos shall include relevant landmarks to identify sampling locations and their surroundings.

Due to the evidentiary nature of samples collected during enforcement investigations, possession must be traceable from the time the samples are collected until they are analyzed. To maintain and document sample possession, a Surface Water Sample Chain of Custody Record (see Sewer Spill/Backup Response Workbook) must be completed. A sample is under custody if:

- It is in your possession, or
- It is in your view, after being in your possession, or
- It was in your possession and under your control to prevent tampering, or
- It is in a designated secure area.

As few people as possible should handle samples. The person taking the samples is personally responsible for the care and custody of the samples collected until they are transferred or dispatched properly.

Samples are accompanied by a chain of custody record. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the record. This record documents sample custody transfer from the sampler, often through another person, to the analyst at the laboratory. The samples are typically transferred to the sample-receiving custodian at the laboratory.

9.9 SAMPLING EQUIPMENT

The following are examples of sampling equipment used by the City:

- Sampling pole with fixed container
- Sampling pole with removable container
- Sampling pail and rope
- Stream velocity meter
- Grab-n-Go Sample Kit

9.10 GRAB-N-GO SAMPLING KIT

The City maintains a Grab-n-Go sampling kit located at Public Works Maintenance Yard. The kit is inspected quarterly by the Environmental Senior Specialist. Additionally, any City employee utilizing the kit is responsible for decontaminating sampling equipment and field monitoring devices and replenishing the kit.

Spill Sample Collection Kit Inventory:

- Cooler
- Surface Water Sampling SOP (in Sewer Spill/Backup Response Workbook)
- Ice Pack
- 5 Ammonia sample bottles, preserved
- 10 Bacti sample bottles: 6 for samples (3 sets of duplicates), 2 for Field Blanks and 1 extra in the event of contamination, or other contingency
- Minimum of 20 blank sample bottle labels
- Digital camera or smart phone camera
- Latex gloves
- Safety glasses/goggles
- Waterproof Pen
- Surface Water Sampling Worksheet (in Sewer Spill/Backup Response Workbook)
- Chain of Custody form (in Sewer Spill/Backup Response Workbook)

9.11 DECONTAMINATION PROCEDURES

Removing or neutralizing contaminants from sampling equipment minimizes the likelihood of sample cross contamination, reduces, or eliminates transfer of contaminants to clean areas, and prevents the mixing of incompatible substances.

Gross contamination can be removed by physical decontamination procedures. These abrasive and non-abrasive methods include the use of brushes, air, and wet blasting, and high- and low- pressure water cleaning.

The decontamination procedures for the sample types and sampling equipment (other than sample bottles, which are provided to Field Crew in a “ready to be used” condition by the lab) used at the City may be summarized as follows:

1. Physical removal
2. Tap water rinse
3. Air dry

9.12 SAMPLING PROCEDURES

9.12.1 Sample Location and Identification Procedures

Samples will be collected by the Environmental Senior Specialist. It is impossible to establish hard and fast rules concerning sampling locations. However, the following general guidelines should be applied whenever surface waters are sampled:

- The sampling location should be far enough upstream or downstream of confluences or point sources so that the surface water and spill volume is well mixed. Natural turbulence can be used to provide a good mixture.
- Samples should be collected at a location where the velocity is sufficient to prevent deposition of solids, and to the extent practical, should be in straight reach having uniform flow. All flow in the reach should be represented, so divided flow areas should be avoided and samples should be taken towards the middle of the reach where feasible.
- Sampler must always stand downstream of the collection vessel, and sample “into the current.” Care must be taken to avoid introducing re-suspended sediment into the sample.

9.12.2 Surface Water Sampling Standard Operating Procedure (SOP)

The Surface Water Sampling SOP, Section F in the Sewer Spill/Backup Response Workbook, provides step-by-step procedures to collect samples and deliver them for analysis in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6.

9.12.3 Follow Up Sampling

Sampling will be repeated every 24 hours, or as directed by the RWQCB or the Los Angeles County Department of Environmental Health, until such time as one of the following criteria have been met:

- The Los Angeles County Department of Environmental Health or the RWQCB indicates follow up sampling is no longer required, or
- Both the ammonia and bacteria levels downstream are approximately equal to or less than the upstream levels.

9.13 SAFETY AND ACCESS EXCEPTIONS

If the City encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), the City shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

Personal safety of staff engaged in any fieldwork activity (e.g. in transit, walking or hiking, and any field activities while at the sample site) is of primary importance. Staff should never place themselves in dangerous or risky situations. Any hazards that are known by field personnel should be communicated to other members of the field crew.

Fieldwork should be postponed if there is indication that engagement in the field activity could cause bodily harm. Working during lightning storms, in heavy vegetation or poison oak, near aggressive wildlife or domestic animals, traversing steep or rugged terrain, unstable slopes or creek banks, near swiftly moving water or potential flash flood conditions, or during snowy weather is not considered "normal risk." If any member of the field crew is uncomfortable with a reasonable self-determined hazardous field condition, it is that person's responsibility to bring this to the attention of the onsite field supervisor or their supervisor. A "reasonable self-determined hazardous field condition" is defined as other than normal risk. Supervisors shall not dismiss any person's spoken concerns that field conditions are too hazardous to complete the work assignment.

The person taking the samples must have adequate protection, including protective clothing. They must wear gloves, as protection against chemical and/or bacteriological hazards, while they are sampling or handling samples that are known or suspected to be hazardous (e.g. visible solids or sheens, downstream from sewage spills, etc.), or if hands have open wounds. The type of gloves worn shall be determined by the sampling circumstance and type of pollutants expected – for instance longer gloves are needed when samples must be taken well below the surface.

When in a boat or wading in a stream and where the danger of drowning exists, a personal floatation device shall be worn at all times in addition to following the other requirements of Title 8 CCR 1602 Working Over or Near Water. Other protective measures shall be taken in accordance with City safety procedures.

Upon arrival at a sampling site, safety equipment such as signs, cones, lights, etc. shall be set out as appropriate. Vehicles shall be parked in locations and directions to minimize traffic disruption and avoid sample contamination. Photos should be ultimately taken of the placement of all safety equipment and signage.

The following guidelines apply to all fieldwork by City staff.

- No sample or measurement is worth the risk of injury.
- All staff shall use proper personnel protective gear as appropriate for the incident (e.g., life preservers, gloves, goggles, etc.)
- Field sampling crews should consist of at least two members unless otherwise approved by a supervisor.
- Be conscious of the whereabouts of rattlesnakes, mountain lions, and other dangerous animals.
- Open body wounds are entry sites for infection; take the necessary precautions for self-protection.
- If there is storm activity in the work area, wait for safer conditions to develop or postpone the sampling.
- Do not sample at night without approval from your supervisor.
- Do not trespass on private property or posted restricted public lands without prior permission and written approval from property owner or administrator.
- If strange or suspicious looking people are in the work area, either wait for them to leave or postpone the work to a later time. Do not force confrontations with strangers and back away from any confrontations with the public. Be courteous and understanding of public concerns of the situation.
- Take the necessary precautions against exposure to harmful weather conditions such as heat, wind, snow, cold, rain, etc.
- Carefully evaluate a given on-site situation to determine if the task can be performed safely.

- Streams will not be entered unless the responding employees have the necessary protective footwear (e.g. rubber boots, waders) and the footwear does not pose an additional risk to worker safety (e.g. waders filling with water if the employee slips in the stream).
- Streams will not be entered if deemed unsafe to do so by the most senior employee on the responding crew and if entered, will only be done so in accordance with Title 8 CCR Section 1602 Work Over or Near Water.

9.14 SPILL TECHNICAL REPORT: Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Public Works Supervisor shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
 - Complete and detailed explanation of how and when the spill was discovered;
 - Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
 - Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
 - Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
 - Detailed description of the spill cause(s);
 - Description of the pipe material, and estimated age of the pipe material, at the failure location;
 - Description of the impact of the spill;
 - Copy of original field crew records used to document the spill; and
 - Historical maintenance records for the failure location.
2. City's response to the spill:
 - Chronological narrative description of all actions taken by the City to terminate the spill;
 - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
 - Final corrective action(s) completed and a schedule for planned corrective actions, including:
 - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
 - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
 - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. Water Quality Monitoring, including at minimum:
 - Description of all water quality sampling activities conducted;

- List of pollutant and parameters monitored, sampled, and analyzed; as required in Section 9.2.
 - Laboratory results, including laboratory reports;
 - Detailed location map illustrating all water quality sampling points; and
 - Other regulatory agencies receiving sample results (if applicable).
5. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

9.15 TRAINING

Training will be provided in accordance with the table below:

Surface Water Sampling Training Program	
Who Is Trained to Collect Surface Water Samples?	Environmental Senior Specialist
Training Curriculum	At a minimum, training shall include: <ul style="list-style-type: none"> • The City of Lancaster Water Quality Monitoring Plan • Sampling technique, including hands on practice • Sampling equipment calibration, use and decontamination procedures, including hands on practice • Sampling safety • Completion of the Sampling Equipment Calibration/Maintenance Log, Surface Water Sampling Report and Chain of Custody
Training Documentation	Attendees shall be required to sign-in to all training on the appropriate forms used by the City.
Refresher Training Frequency	Annual
Who is Responsible for Ensuring Training Occurs?	Environmental Senior Specialist
Required Training Records	Employee training sign in log
Who is Responsible for Maintaining Records?	Environmental Senior Specialist

10. NOTIFICATION, REPORTING, MONITORING AND RECORDKEEPING REQUIREMENTS

ref. ORDER WQ 2022-0103-DWQ Attachment E-1 and E-2

10.1 REPORTING REQUIREMENTS

All reporting required in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) must be submitted electronically to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>), unless specified otherwise in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The City shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

Refer to APPENDIX A for detailed reporting requirements by spill category.

10.2 REGULATOR REQUIRED NOTIFICATIONS

10.2.1 Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	<ul style="list-style-type: none"> Conduct spill-specific monitoring; Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters. 	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	<ul style="list-style-type: none"> Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; Submit Certified Spill Report within 15 calendar days of the spill end date; Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and Submit Amended Spill Report within 90 calendar days after the spill end date. 	(Section 3.1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.2 Spill Category 2: Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	<ul style="list-style-type: none"> Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; Submit Certified Spill Report within 15 calendar days of the spill end date; and Submit Amended Spill Report within 90 calendar days after the spill end date. 	(Section 3.2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.3 Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	<ul style="list-style-type: none"> Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occur; and Submit Amended Spill Reports within 90 calendar days after the Certified Spill Report due date. 	(Section 3.3 and 3.5 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.4 Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

Reporting	<ul style="list-style-type: none"> If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. 	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
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10.2.5 City Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a spill of 1,000 gallons or greater, from a City- owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1 of the State Water Board ORDER WQ 2022-0103-DWQ)
Reporting	<ul style="list-style-type: none"> Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill. 	(Sections 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.3 COMPLAINT RECORDS

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows.

These complaint records include, but are not limited to, records documenting how the City responded to notifications of spills. Each complaint record must, at a minimum, include the following information:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

All complaint records will be maintained for a minimum of five years whether or not they result in a spill. Spill files (field notes, spill/Backup Response Workbook) are kept electronically on the City H Drive.

11. POST-SPILL ASSESSMENTS OF SPILL RESPONSE ACTIVITIES

(ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, ATTACHMENT D, Page D-6)

Every spill event is an opportunity to evaluate the City adherence to response and reporting procedures and effectiveness of the response. Each spill event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after spill events all the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in responding to and mitigating future spill events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

11.1 FAILURE ANALYSIS INVESTIGATION

The objective of the failure analysis investigation is to determine the "root cause" of the spill and to identify corrective action(s) needed that will reduce or eliminate future potential for the spill to recur or for other spills to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation may include:

- Reviewing and completing the Sanitary Sewer Spill Report and any other documents related to the incident
- Reviewing the incident timeline and other documentation regarding the incident
- Reviewing communications with the reporting party and witness
- Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings
- Reviewing available photographs
- Interviewing staff that responded to the spill
- Reviewing past maintenance records
- Reviewing past CCTV records,

- Conducting a CCTV inspection to determine the condition of all line segments immediately following the spill and reviewing the video and logs,
- Reviewing any Fats, Oils, Roots, and Grease (FROG) related information or results
- Post spill debrief records
- Interviews with the public at the spill location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form (in Sanitary Sewer Spill/Backup Response Workbook) will be used to document the investigation.

12. SPILL RESPONSE TRAINING

(ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, Attachment D 4.3 page D-5 and Element 6 page D-6)

This section provides information on the training that is required to support this Spill Emergency Response Plan.

12.1 INITIAL AND ANNUAL REFRESHER TRAINING

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow will receive training on the contents of this SERP. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this SERP and the procedures to be followed. The City will document all training.

Affected employees will receive annual training on the following topics by knowledgeable trainers:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6
- The City's Spill Emergency Response Plan procedures and practice drills
- Containment and cleanup methods
- Researching and documenting Sanitary Sewer Spill Start Times
- Skilled estimation of spill volume for field operators
- Electronic CIWQS reporting procedures for staff submitting data
- State Water Resources Control Board Employee Knowledge Expectations

Through SWRCB Employee Knowledge Expectations training, the employee will be able to answer the following:

1. Please briefly describe your name and job title.
2. Please describe for us approximately when you started in this field and how long you have worked for your agency.
3. Please expand on your current position duties and role in responding in the field to any spill complaints.

4. Please describe your SOPs used to respond/mitigate spills when they occur.
5. Describe any training your agency provides or sends you to for conducting spill volume estimates.
6. We are interested in learning more about how your historical spill response activities have worked in the field. We understand from discussions with management earlier that you use the SERP from the SSMP. Please elaborate on how you implement and utilize the procedures in the plan.
7. Historically, before any recent changes, can you please walk us through how you would typically receive and respond to any spill complaints in the field?
8. Can you tell us who is responsible for estimating spill volumes discharged? If it is you, please describe how you go about estimating the spill volume that you record on the work order/service request forms?
9. What other information do you collect or record other than what is written on the work order form?
10. Describe if and when you ever talk with people that call in spills (either onsite or via telephone) to further check out when the spill might have occurred based on what they or others know? If you do this, can you tell us where this information is recorded?
11. We understand you may be instructed to take pictures of some sewer spills/backups into structures. Other than these spills, when else would you typically take any pictures of a spill?
12. Please walk us through anything else you'd like to add to help us better understand how your field crews respond and mitigate spill complaints.

12.2 Spill Response Drills

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, and lateral blockage). The results and the observations during the drills will be recorded and action items will be tracked to ensure completion.

12.3 Spill Training Record Keeping

Records will be kept of all training that is provided in support of this SERP for 5 years. The records for all scheduled training courses and for each overflow emergency response training event will include date, time, place, content, name of trainer(s), names and titles of attendees, brief narrative description of the training, including training method(s) and training materials and/or equipment used.

12.4 Contractors Working on City Sewer Facilities

All contractors working on City sewer facilities will be required to follow the spill response instructions on the Sanitary Sewer Spill Response Instructions for Contractors (Appendix D). Additional training may be required depending on the nature of the work on any or all of the following:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6

- Communication procedures to City in the event a spill is caused or witnessed
- The City's Spill Emergency Response Plan procedures and practice drills
- Skilled estimation of spill volume for field operators
- Electronic CIWQS reporting procedures for staff submitting data

13. SEWER BACKUP INTO/ONTO PRIVATE PROPERTY CLAIMS HANDLING POLICY

It is the policy of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- City staff will offer a City claim form irrespective of fault whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.
- It is the responsibility of the Field Crew to gather information regarding the incident and notify the Public Works Supervisor or their designee.
- It is the responsibility of the Risk Management or their designee to review all claims and to oversee the adjustment and administration of the claim to closure.

14. AUTHORITY

This SERP is written in accordance with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

15. APPENDICES

- A. Reporting Requirements by Spill Category
- B. Service Call Form
- C. Door Hanger
- D. Sanitary Sewer Spill Response Instructions for Contractors
- E. Sanitary Sewer Spill/Backup Response Workbook

APPENDIX A:
Reporting Requirements by Spill Category

SAMPLE ONLY

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 1 SPILL REPORTING

Draft Spill Report

Within three (3) business days of the City's knowledge of a Category 1 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry location(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system;
 - d. Estimated spill volume remaining within the drainage conveyance system;
 - e. Description and photographs of all discharge point(s) into the surface water;
 - f. Estimated spill volume that discharged to surface waters; and
 - g. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database.

Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

(Category 1 continued)

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - a. The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
 - a. Observed impacts on aquatic life,
 - b. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
 - c. Responsible entity for closing/restricting use of water body, and
 - d. Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

(Category 1 continued)

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

SAMPLE ONLY

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 2 SPILL REPORTING

Draft Spill Report

Within three (3) business days of the City's knowledge of a Category 2 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;
11. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and
12. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;

(Category 2 continued)

2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and
14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 3 SPILL REPORTING

Monthly Certified Spill Reporting

The City shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry location(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system; and
 - d. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable.
10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
 - a. The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);

(Category 3 Continued)

15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
 - a. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
 - b. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
 - Adjusted schedule/method of preventive maintenance,
 - Planned rehabilitation or replacement of sanitary sewer asset,
 - Inspected, repaired asset(s), or replaced defective asset(s),
 - Capital improvements,
 - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
 - Description of spill response activities,
 - Spill response completion date, and
 - Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;
21. Detailed narrative of investigation and investigation findings of cause of spill.

Amended Certified Spill Reports

Within 90 calendar days of the certified Spill Report due date, the City may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 4 SPILL REPORTING

Monthly Certified Spill Reporting

The City shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the City shall:

- Maintain records per section 4.4. of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). The City shall provide records upon request by State Water Board or Regional Water Board staff.
- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

Monthly Certification of “No-Spills” Or “Category 4 Spills” and/or “Non-Category 1 Lateral Spills”

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or City-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the City shall certify, within 30 calendar days after the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR)) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the City has no further spills of any category, in the subsequent calendar month, the City shall certify “no-spills” for the subsequent calendar month.

If the City has no spills from its systems during a calendar month, but the City voluntarily reported a spill from a private lateral or a private system, the City shall certify “no-spills” for that calendar month.

If the City has spills from its owned and/or operated laterals during a calendar month, the City shall not certify “no spills” for that calendar month.

APPENDIX C:
Service Call Form

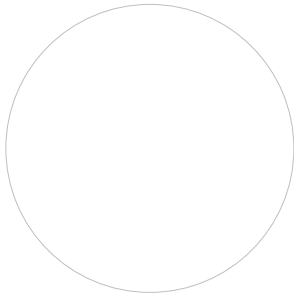
SAMPLE ONLY

SERVICE CALL / COMPLAINT FORM

CALL RECEIVED:	
Received by (name):	
Date:	Time:
CALLER'S INFORMATION	
Name:	Phone:
Address:	
NATURE OF CALL (COMPLAINT)	
Date and time caller first noticed the spill:	
LOCATION OF POTENTIAL PROBLEM	
CALLER'S OBSERVATION	
<i>(e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole)</i>	
In case of spill, estimated start time:	
ADDITIONAL COMMENTS/INFORMATION	
RESPONSE ACTION TAKEN/FINAL RESOLUTION	

APPENDIX D:
Door Hanger

SAMPLE ONLY



City of Lancaster

On (date) _____

at (location) _____

we responded to a reported blockage of the sanitary sewer service to your property.

We discovered a blockage in:

- ☐ The sanitary sewer main and cleared the line
- ☐ Your sanitary sewer lateral, which is your responsibility to maintain.

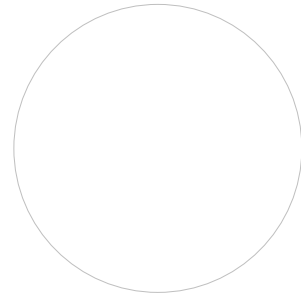
If you require assistance to clear your portion of the lateral you can search the internet for "Sewer Contractors" or "Plumbing Drains & Sewer Cleaning." If you plan to hire a contractor, we recommend getting estimates from more than one company.

City representative notes: _____

City representative name: _____

For questions or comments, please call

City of Lancaster
Business Hours: 661-723-5985
After Hours: 661-948-8466



City of Lancaster

On (date) _____

at (location) _____

we responded to a reported blockage of the sanitary sewer service to your property.

We discovered a blockage in:

- ☐ The sanitary sewer main and cleared the line
- ☐ Your sanitary sewer lateral, which is your responsibility to maintain.

If you require assistance to clear your portion of the lateral you can search the internet for "Sewer Contractors" or "Plumbing Drains & Sewer Cleaning." If you plan to hire a contractor, we recommend getting estimates from more than one company.

City representative notes: _____

City representative name: _____

For questions or comments, please call

City of Lancaster
Business Hours: 661-723-5985
After Hours: 661-948-8466

APPENDIX E
Sewer Spill Response Instructions for Contractors

SAMPLE ONLY

City of Lancaster
Spill Emergency Response Plan

Sewer Spill Response Instructions for Contractors

For contractors working on the sanitary sewer system the City expects them to have, at all worksites, spill response materials necessary to block drainage conveyance system entry points near the work area and surface waters.

Additionally, contractor must be trained on spill response materials and equipment.

The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:

1 Immediately notify the City at 661-723-5985 and provide the following information if available:

- Date, time contractor first noticed the spill
- Description of the contractor's observation, including any information regarding whether the spill has reached surface waters or a drainage conveyance system
- Contractor's contact information



2 Protect storm drains.



3 Protect the public.



4 Direct ALL media and public relations requests to the Communications Department at 661-723-6000.

APPENDIX F:
Sewer Spill/Backup Response Workbook

SAMPLE ONLY

City of Lancaster

Sewer Spill Emergency Response Plan

Sewer Spill/Backup Response Workbook



INSERT TAB:
Tab A: Start Here

SAMPLE ONLY

Sanitary Sewer Spill/Backup Response Workbook

See A-2 for contact information as needed.

- ☐ Make immediate notifications:
- ☐ If this spill is discharging or threatening to discharge greater than or equal to 1,000 gallons to waters of the State, immediately contact Cal OES at (800) 852-7550 within 2 hours and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1.\
 - ☐ If there is a backup into a residence/business that may be due to a problem in the City's sewer, notify the Supervisor - Utilities at 661 723-5887.
 - ☐ For media inquiries/requests contact the Communications Department at 661-723-6000
- ☐ Refer to the Regulatory Reporting Guide in this Workbook for additional reporting requirements.

FIELD CREW:	CHAIN OF CUSTODY
<input type="checkbox"/> Refer to the Spill Event Checklist (A-4), follow the instructions on the Spill/Backup Response Flowchart (C-1), and complete forms in this Workbook as indicated. <input type="checkbox"/> Complete the chain of custody record (to the right) and deliver this workbook to the Supervisor, Utility Services.	Print Name:
	Initial:
	Date:

SUPERVISOR - UTILITY SERVICES:	CHAIN OF CUSTODY
<input type="checkbox"/> Review the Spill Event Checklist (A-4) and the forms in this Workbook. Contact the Field Crew for additional information if necessary. <input type="checkbox"/> Confirm that all required regulatory notifications have been made (B-1). <input type="checkbox"/> If this was a Sewer Backup, follow instructions on the Backup Forms Checklist (F-1). <input type="checkbox"/> Complete the Post Spill Assessment (G-1) and Collection System Failure Analysis Form (G-2). <input type="checkbox"/> Complete the Chain of Custody record (right) and forward Workbook to Data Submitter	Print Name:
	Initial:
	Date:

DATA SUBMITTER:	CHAIN OF CUSTODY
<input type="checkbox"/> Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities <input type="checkbox"/> Complete the chain of custody record (to the right) and deliver this workbook to a Legally Responsible Official (see A-2 for LROs).	Print Name:
	Initial:
	Date:

LEGALLY RESPONSIBLE OFFICIAL:	CHAIN OF CUSTODY
<input type="checkbox"/> Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities <input type="checkbox"/> Complete the chain of custody record (to the right) and file this Workbook with the spill file.	Print Name:
	Initial:
	Date:

Contact Information

Contact	Description	Telephone/Email/Address
CAL OES	California Office of Emergency Services	(800) 852-7550
County of Los Angeles Department of Public Health Environmental Health 5050 Commerce Drive Baldwin Park, CA 91706	<ul style="list-style-type: none"> ○ Notifications ○ Sign placement guidance 	Telephone 888-700-9995 (24 hr.) Office Hours Monday - Friday 8:00am - 5:00pm
Lab - American Environmental Testing Laboratory, Inc. 2840 north Naomi Street Burbank, CA 91504	Water quality sample analysis	888-288-2385 (toll free) 818-845-8200 (24 hr.) 818-845-8840 Fax www.aetlab.com
Lahontan (Region 6) Regional Water Quality Control Board 15095 Amargosa Rd Suite 210 Bldg. 2 Victorville, CA 92394		(760) 241-6583
Notifications: Lead Utility Workers Bruce Katz, Assist. Director Utility Services Benjamin Stewart, Supervisor - Utility Services	Cal OES 2-hour notification and other regulatory notifications	661 - 945-6884 661-723-5887
PIO – Communications Department	Media inquiries/requests	661-723-6000
Supervisor or Assistant Director Utility Services or Lead Utility Workers	Outside Assistance / Mutual Aid	Bruce Katz, Assistant Director - Utility Services (661) 945-6884 Ben Stewart, Supervisor-Utility Services (661) 723-5887 James Rush, Lead Utility Worker (661) 579-8151 Ryan Brown, Lead Utility Worker (661) 945-6874
Risk Management	Assistance with sewer backup customers	661-723-6015
State Water Resources Control Board	Walter Mobley	(916) 323-0878 Walter.Mobley@waterboards.ca.gov

Contact Information

Authorized Personnel:

The following are authorized to perform regulatory reporting of spills:

Name	Job Title	Telephone	Check if LRO
Bruce Katz	Assistant Director - Utility Services	661-945-6884	✓
Benjamin Stewart	Supervisor - Utility Services	661-723-5887	✓
James Rush	Lead Utility Worker	661-579-8151	
Ryan Brown	Lead Utility Worker	661-945-6874	

The City's Legally Responsible Official (LRO) is authorized to electronically sign and certify spill reports in CIWQS.

SAMPLE ONLY

NOTE: All references to “SSWDR” refer to State Water Board Order No. WQ 2022-0103-DWQ.

DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under SSWDR if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

- **Category 1 Spill:**

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under SSWDR that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of SSWDR.

- **Category 2 Spill**

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

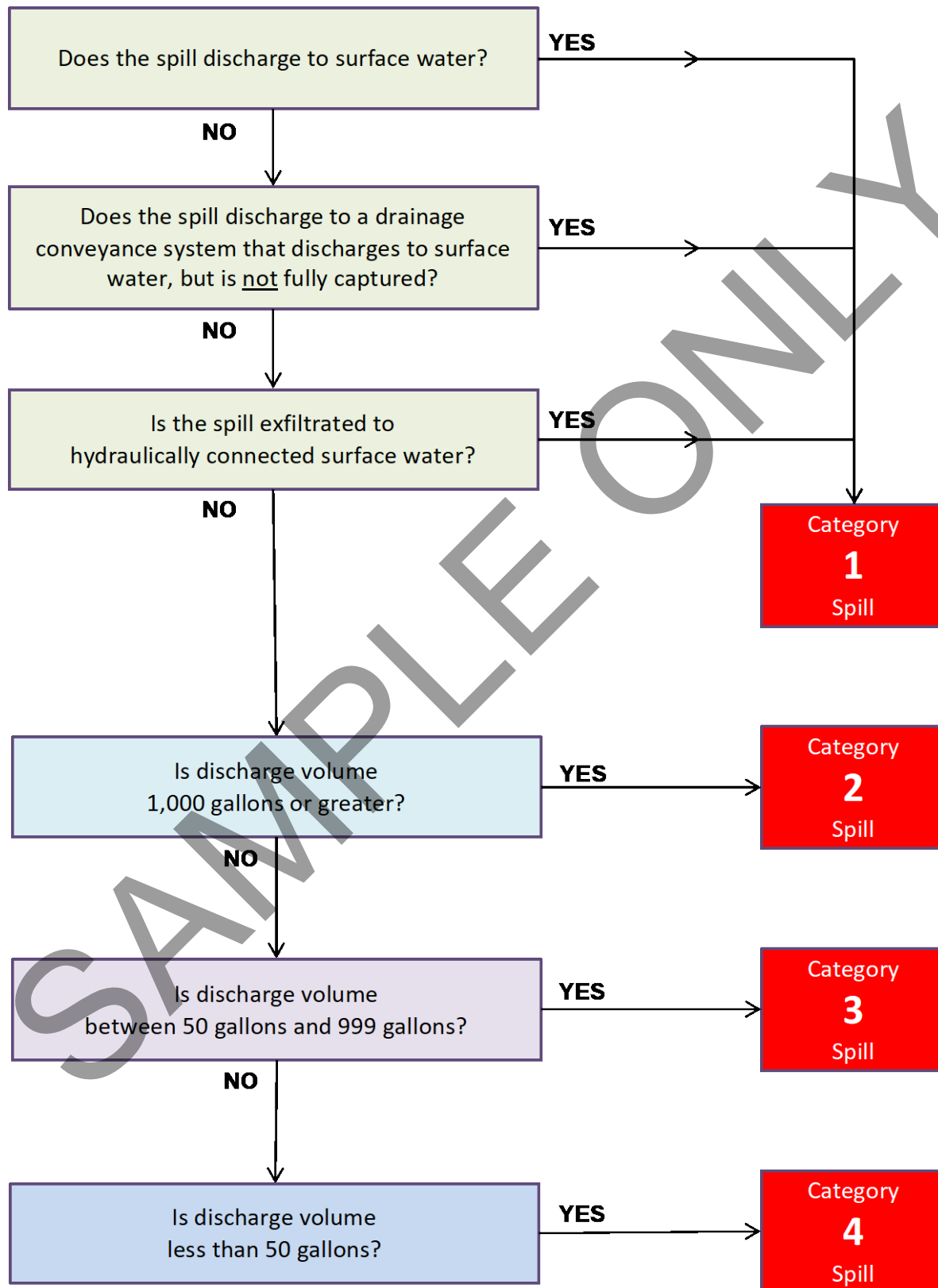
A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

INSTRUCTIONS: Answer each question in order and stop at the red box once you have determined the category.



Spill Event Checklist

Date of Spill: _____ Spill Location/Name: _____
 CIWQS Event ID #: _____ Category? ☐ 1 ☐ 2 ☐ 3 ☐ 4 OES#: _____
 Property Damage? ☐ Yes ☐ No Service Request #: _____

FIELD CREW RESPONSIBILITIES:

- | | |
|---|---|
| <input type="checkbox"/> Effort made to contain and return a portion/all to the sanitary sewer
<input type="checkbox"/> Pictures/video taken of spill
<input type="checkbox"/> Pictures taken of affected/unaffected area
<input type="checkbox"/> If property damage, start that process
<input type="checkbox"/> Pictures taken of containment efforts
<input type="checkbox"/> If spill is Cat 1 > 1000 gallons or Cat 2 > 1000 gal threatening to discharge to waters of the State: OES Control # _____
<input type="checkbox"/> Were surface waters impacted waters? | <input type="checkbox"/> Impacted waters identified?
<input type="checkbox"/> Assess and document spill location and spread including photos
<input type="checkbox"/> Spill Report Form Complete (includes fields for all required fields in CIWQS, and a sketch of spill)
<input type="checkbox"/> Volume Estimation Worksheet(s) done
<input type="checkbox"/> Start Time Determination Form done
<input type="checkbox"/> Follow Water Quality Monitoring and Sampling procedures |
|---|---|

PUBLIC WORKS SUPERVISOR RESPONSIBILITIES

- | | |
|--|--|
| <input type="checkbox"/> Map of where samples were taken, if applicable
<input type="checkbox"/> For Cat 1 Spills 50,000 gallons or larger, obtain sampling results
<input type="checkbox"/> Ensure Technical Report is written
<input type="checkbox"/> Initial review of forms is complete (ensure consistency of dates, times, volumes, and other data)
<input type="checkbox"/> Review of photos and videos (label/date)
<input type="checkbox"/> Start folder for all documentation for this spill event. Put everything in it (Spill Report, Field Reports, Worksheets/Forms, follow-up work orders, notes, photos, drawings, CIWQS print outs, emails, etc.) | <input type="checkbox"/> Conduct Post Spill Assessment & complete form (G-1)
<input type="checkbox"/> Failure Analysis <ul style="list-style-type: none"> <input type="checkbox"/> TV to determine cause <input type="checkbox"/> Review Asset History <input type="checkbox"/> Determine next steps to prevent recurrence
<input type="checkbox"/> Document findings and next steps on Spill Report |
|--|--|

DATA SUBMITTER RESPONSIBILITIES

- | | |
|---|--|
| <input type="checkbox"/> Submit Draft in CIWQS w/in 3 business days (for Categories 1 and 2 only)
<input type="checkbox"/> Print CIWQS Draft hard copy and email
<input type="checkbox"/> Review CIWQS, spill Report, Worksheets, CMMS, and any other documentation to ensure data is consistent (e.g. dates, times, volumes, cause, follow-up action, etc.)
<input type="checkbox"/> Attach photos, forms etc. to CIWQS | <input type="checkbox"/> Attach Technical Report to CIWQS, if applicable
<input type="checkbox"/> Submit Ready to Certify in CIWQS (with sufficient time for LRO review)
<input type="checkbox"/> Print CIWQS Ready to Certify and email
<input type="checkbox"/> Hand Workbook to LRO and complete Chain of Custody form |
|---|--|

LRO RESPONSIBILITIES

- | | |
|--|--|
| <input type="checkbox"/> LRO review Workbook and CIWQS verify accurate and consistent data
<input type="checkbox"/> Certify in CIWQS (within 15 calendar days for Categories 1 & 2, 30 days after the month for Category 3 & 4)
<input type="checkbox"/> Print Certified CIWQS and email
<input type="checkbox"/> Any changes? Change in CIWQS and hard copies and explain changes, print our current version | <input type="checkbox"/> Move completed Workbook and spill folder to spill files
<input type="checkbox"/> If any changes are made to SSMP <ul style="list-style-type: none"> <input type="checkbox"/> Update SSMP and link on CIWQS to SSMP <input type="checkbox"/> Add change to SSMP Change Log <input type="checkbox"/> Consider need to re-certify SSMP |
|--|--|

INSERT TAB:
Tab B: Regulatory Reporting

SAMPLE ONLY

The City's Legally Responsible Officials (LROs) are authorized to electronically sign and certify spill reports in CIWQS. See contact information for LROs on page A-2.

Deadline	Category 1 Spill*	Category 2 Spill**	Category 3 Spill**	Category 4 Spill**
2 hours after awareness of spill	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	-	-
Within 18 hours of awareness of spill	Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	-	-	-
3 Business Days after awareness of spill	Submit Draft Spill Report in the CIWQS database.	Submit Draft Spill Report in the CIWQS database.	-	-
15 Days after the spill end date	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	-	-
Within 30 calendars days after the end of the calendar month in which the spill occurs	-	-	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database (Submit Amended Spill Report, as needed, within 90 calendar days after the Certified Spill Report due date.)	Certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database.
45 days after spill end date	Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and	-	-	-
By February 1 st after the end of the calendar year in which the spills occur.	-	See + note below.	-	Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database.

* A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill.

++ See following page for notes.

++ Agency owned lateral spills (Cat 2-4) to be reported by Feb 1 of the following year.

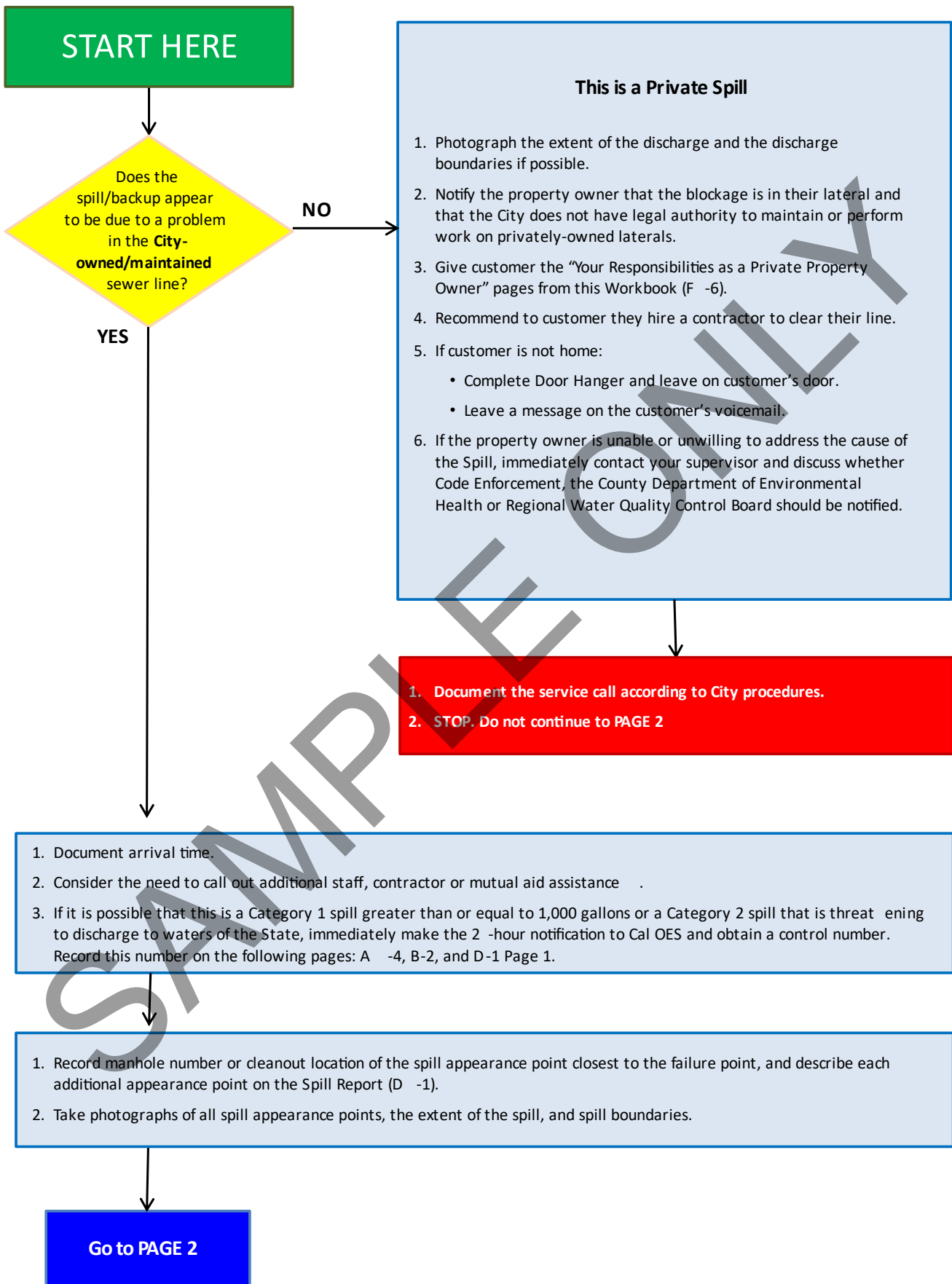
- **Monthly Spill Reporting of Non-Category 1 Lateral Spills:** If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually for the designated month.
- **Annual Certified Spill Reporting of Category 4 and/or Lateral Spills:** For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

SAMPLE ONLY

Agency/Firm Contacted	Individual Spoken to:	Date	Time	Notes
Cal OES				Control Number:

INSERT TAB:
Tab C: Flowchart

SAMPLE ONLY



Continue from PAGE 1



BEGIN DIVERSION AND CONTAINMENT, AS NECESSARY

1. DIVERT AWAY FROM SENSITIVE AREAS:

- a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)
- b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.

2. CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:

- a. As practical, plug or block drainage conveyance system entry locations or use rubber mats to cover basin inlet and divert flow to a downstream sanitary sewer manhole (*barricade manhole if left open and monitor after barricade*) or area suitable to capture the spill for later collection.

If any amount has already reached the drainage conveyance system, trace it downstream to a dry manhole and block it from entering surface waters. i. e., plugs, sandbags, or vacuum truck.

- b. If you are confident that you can capture the spill in the drainage conveyance system, trace it downstream to a dry manhole and then divert the spill to the drainage conveyance system for later recovery and return to the sanitary sewer.
- c. Use bypass pumps to pump around blockage until it can be removed.
- d. Divert to low area of ground where it can be collected later.

3. PHOTOGRAPH each drainage conveyance system entry location.

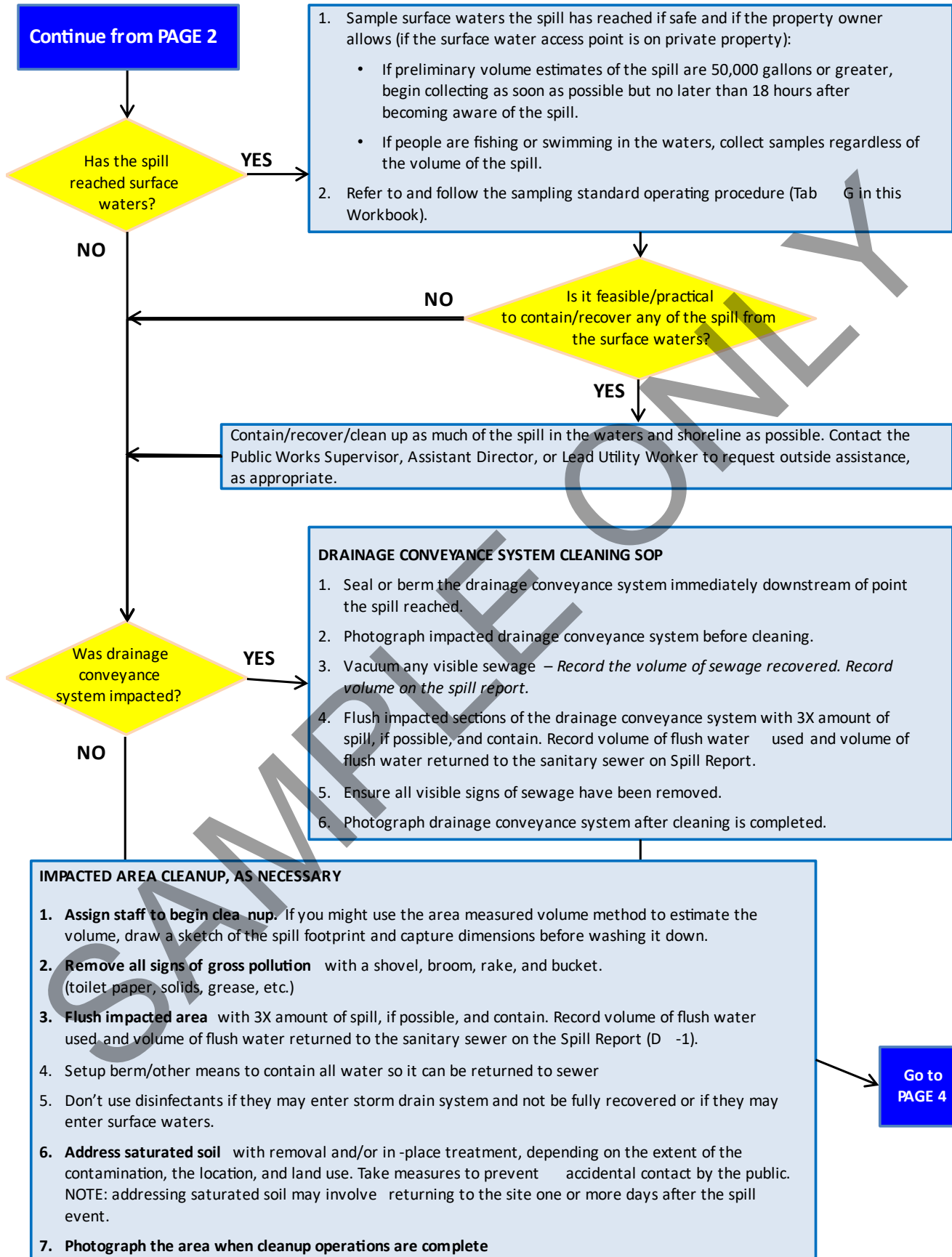


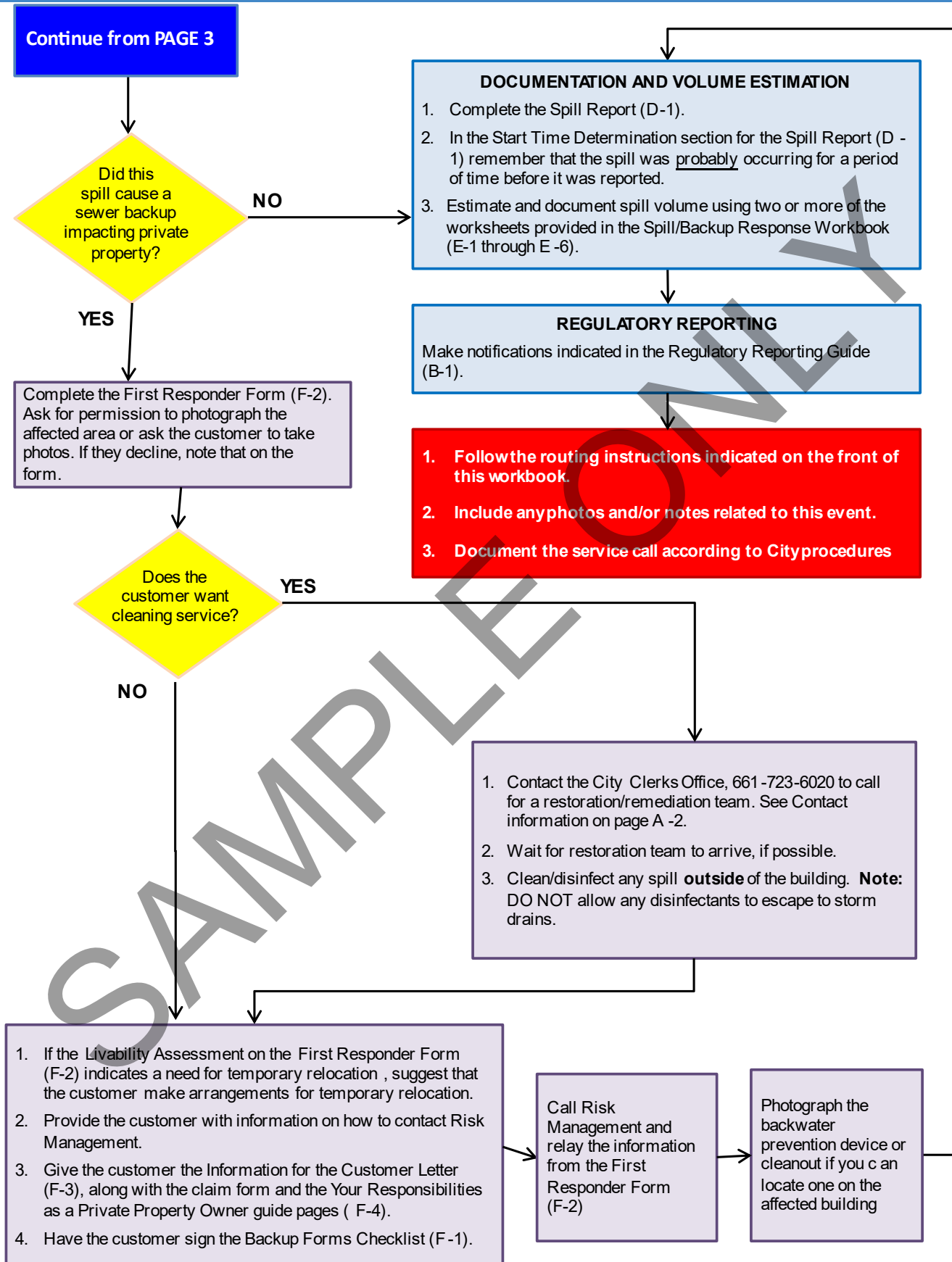
ADDRESS CAUSE OF SPILL/BACKUP ASAP

1. For spill/backups not related to a pump station, relieve the stoppage. Note the distance of the obstruction from the manhole and catch/remove debris that could cause another stoppage. After flow has returned to normal, clean the pipe thoroughly. Consider televising (CCTV) the affected line.
2. For pump station related spill/backups refer to that station's Emergency Response Plan.
3. Photograph staff activities while clearing the blockage.



Go to
PAGE 3





INSERT TAB:
Tab D: Spill Report

SAMPLE ONLY

Sanitary Sewer Spill Field Report

Check spill category (see A-3 for definitions): ☐ CATEGORY 1 ☐ CATEGORY 2 ☐ CATEGORY 3 ☐ CATEGORY 4

Cal OES NOTIFICATION*		
Date:	Time:	Control Number:

Names of the Persons Completing this Report	Contact Information

PHYSICAL LOCATION DETAILS	
Spill location name:	
Location description:	
Address of spill:	
City: Lancaster	Cross Street:
Regional Water Quality Control Board: Lahontan (Region 6)	County: Los Angeles

SPILL ORIGATION	
Identify manhole number or cleanout location of the spill appearance point closest to the failure point:	
Data Submitter: Enter GPS coordinates of the system location where the spill originated. Note: If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point.	
Latitude:	Longitude:
What are the GPS Coordinates of how far the spill spread (end point)? If spread is more than one end point, enter additional GPS coordinates to show extent of spill spread.	
Latitude:	Longitude:
Latitude (if needed):	Longitude (if needed):
Latitude (if needed):	Longitude (if needed):

* Within two (2) hours of the City's knowledge of a Category 1 or Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State, notify CalOES and obtain a notification control number.

SPILL DESCRIPTION	
Description of the drainage conveyance system transporting the spill:	<input type="checkbox"/> N/A
Description of all discharge points into surface water (Category 1 only):	<input type="checkbox"/> N/A
Description of the extent of the spill and spill boundaries:	<input type="checkbox"/> N/A
<p>Where are photographs stored?</p> <p>Note, the following photos must be taken:</p> <ul style="list-style-type: none"> <input type="radio"/> Appearance point closest to the failure point <input type="radio"/> Extent of the spill and spill boundaries <input type="radio"/> Entry location of each drainage conveyance system the sewage entered <input type="radio"/> All discharge points into surface waters (Category 1 only) <input type="radio"/> Location(s) of clean up 	
Number of additional appearance points:	
<p>Spill appearance points: (Check all that apply)</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Backflow Prevention Device</div> <div style="width: 50%;"><input type="checkbox"/> Force Main</div> <div style="width: 50%;"><input type="checkbox"/> Gravity Mainline</div> <div style="width: 50%;"><input type="checkbox"/> Inside Building/Structure</div> <div style="width: 50%;"><input type="checkbox"/> Lateral Clean Out (Private/Public)</div> <div style="width: 50%;"><input type="checkbox"/> Lower Lateral (Private/Public)</div> <div style="width: 50%;"><input type="checkbox"/> Manhole</div> <div style="width: 50%;"><input type="checkbox"/> Pump Station</div> <div style="width: 50%;"><input type="checkbox"/> Upper Lateral (Private/Public)</div> <div style="width: 50%;"><input type="checkbox"/> Other Sewer System Structure</div> </div>	
Describe each spill appearance point:	

SPILL DESTINATION


Description of the spill event destination(s) that represent the full spread and reach of the spill. Refer to the latitude/longitude coordinates provided on D-1 Page 1, as appropriate:

Final spill destination: (Check all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Building/Structure | <input type="checkbox"/> Combined Storm Drain | <input type="checkbox"/> Drainage Channel |
| <input type="checkbox"/> Unpaved Surface | <input type="checkbox"/> Paved Surface | <input type="checkbox"/> Separate Storm Drain |
| <input type="checkbox"/> Street/Curb and Gutter | <input type="checkbox"/> Surface Water | <input type="checkbox"/> Other (Specify Below) |

Explanation of final spill destination (Enter information if "Other" was selected):

SPILL VOLUME			
VOLUMES BY DESTINATION (A – B = C)	A. Volume Spilled (Gallons)	B. Volume Recovered (Gallons)	C. Net Volume Spilled (gallons)
Estimated spill volume that reached a Drainage Conveyance System (if volume recovered is less than volume spilled, it is a Category 1)			
Estimated spill volume discharged to surface waters (Category 1)			
Estimated total volume spilled that did not reach the drainage conveyance system or surface waters			
Column Totals:			
<p>Method and explanation of volume estimation methods used: (Check all that apply)</p> <p> <input type="checkbox"/> Eyeball Estimate <input type="checkbox"/> Measured Volume <input type="checkbox"/> Duration and Flow Rate <input type="checkbox"/> Counting Upstream Connections <input type="checkbox"/> Other (explain): </p>			

DATE/TIME DETERMINATIONS		Don't forget to take photos! 
	DATE	TIME
When did the spill start? (Use Start Time Determination/Notes Below)		
When was City Notified/Discovered Spill?		
When was Collection System Operator Dispatched?		
When Collection System Operator Arrived?		
When did the spill end?		
When was the spill response complete?		

SPILL WITNESS STATEMENTS	
Witness 1 Name:	Witness 1 Contact Information:
Where did they see sewage spill from? <input type="checkbox"/> Manhole <input type="checkbox"/> Inside Building <input type="checkbox"/> Vent/Clean Out <input type="checkbox"/> Catch Basin <input type="checkbox"/> Wet Well/Lift Station <input type="checkbox"/>	
Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____	
When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	

Witness 2 Name:	Witness 2 Contact Information:
Where did they see sewage spill from? <input type="checkbox"/> Manhole <input type="checkbox"/> Inside Building <input type="checkbox"/> Vent/Clean Out <input type="checkbox"/> Catch Basin <input type="checkbox"/> Wet Well/Lift Station <input type="checkbox"/>	
Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____	
When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	

Witness 3 Name:	Witness 3 Contact Information:
Where did they see sewage spill from? <input type="checkbox"/> Manhole <input type="checkbox"/> Inside Building <input type="checkbox"/> Vent/Clean Out <input type="checkbox"/> Catch Basin <input type="checkbox"/> Wet Well/Lift Station <input type="checkbox"/>	
Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____	
When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	

START TIME DETERMINATION NOTES

If the volume of the spill and rate of flow are known, divide volume by rate of flow to get duration of spill event:

_____ Gallons ÷ _____ GPM = _____ Minutes
 Spill Volume Flow Rate Spill Duration

Subtract the duration from the spill end date/time to establish the spill start date/time:

_____ - _____ = _____
 Spill End Date/Time Duration Spill Start Time

Solids Present? ☐ None or small amount (indicates recent start)
☐ Significant amount of buildup

Staining? ☐ None (indicates recent start)
☐ Minor
☐ Significant

Distance sewage has traveled from spill point: _____

Method to determine flow rate:

Other Comments Regarding Spill Start Time:

SPILL CAUSE (check all that apply)	
<input type="checkbox"/> Air Relief Valve (ARV)/Blow Off Valve (BOV)/Backwater Valve Failure <input type="checkbox"/> Construction Diversion Failure <input type="checkbox"/> CS Maintenance Caused Spill/Damage <input type="checkbox"/> Damage by Others Not Related to CS Construction/Maintenance (Specify Below) <input type="checkbox"/> Debris from Construction <input type="checkbox"/> Debris from Lateral <input type="checkbox"/> Debris-General <input type="checkbox"/> Debris-Rags <input type="checkbox"/> Debris Wipes/Non-Dispersible <input type="checkbox"/> Flow Exceeded Capacity (Separate CS Only) <input type="checkbox"/> Grease Deposition (FOG) <input type="checkbox"/> Inappropriate Discharge to CS	<input type="checkbox"/> Natural Disaster <input type="checkbox"/> Operator Error <input type="checkbox"/> Pipe Structural Problem/Failure <input type="checkbox"/> Pipe Structural Problem/Failure – Installation <input type="checkbox"/> Pump Station Failure – Controls <input type="checkbox"/> Pump Station Failure – Mechanical <input type="checkbox"/> Pump Station Failure – Power <input type="checkbox"/> Rainfall Exceeded Design, I and I (Separate CS Only) <input type="checkbox"/> Root Intrusion <input type="checkbox"/> Siphon Failure <input type="checkbox"/> Surcharged Pipe <input type="checkbox"/> Vandalism <input type="checkbox"/> Other (Specify Below)
Spill cause explanation: (Required if Spill Cause is "Other")	

SYSTEM FAILURE LOCATION		
<input type="checkbox"/> Air Relief Valve (ARV)/Blow Off Valve (BOV) Failure <input type="checkbox"/> Force Main <input type="checkbox"/> Gravity Mainline <input type="checkbox"/> Lateral: Lower (Public) <input type="checkbox"/> Lateral: Upper (Public) <input type="checkbox"/> Manhole <input type="checkbox"/> Pump Station Failure – Controls <input type="checkbox"/> Pump Station Failure – Mechanical <input type="checkbox"/> Pump Station Failure – Power <input type="checkbox"/> Siphon <input type="checkbox"/> Other (Specify Below)		
Description of system failure location:		
Diameter of sewer pipe at the point of blockage or failure:		
	inches	
Material of sewer pipe at the point of blockage or failure:		
Estimated age of sewer asset at the point of blockage or failure (if applicable):		
	years	
Description of the impact of the spill:		
<div>Was spill associated with a storm event?</div> <div>YES</div> <div>NO</div>		

SPILL RESPONSE ACTIVITIES (check all that apply)	
<input type="checkbox"/> Cleaned-Up <input type="checkbox"/> Contained All or Portion of Spill <input type="checkbox"/> Property Owner Notified <input type="checkbox"/> Restored Flow	<input type="checkbox"/> Returned All Spoil to Sanitary Sewer System <input type="checkbox"/> Mitigated Effects of Spill <input type="checkbox"/> Other Enforcement Agency Notified <input type="checkbox"/> Other (Specify Below)
Explanation of spill response activities: including description of immediate spill containment and cleanup efforts:	

SPILL CORRECTIVE ACTION (check all that apply)		
<input type="checkbox"/> Add location to, or increase frequency check, in Preventive Maintenance Program <input type="checkbox"/> Adjusted Schedule/Method of Preventive Maintenance <input type="checkbox"/> Enforcement Action Against FOG Source <input type="checkbox"/> Inspected Sewer Using CCTV to Determine Cause	<input type="checkbox"/> Other (Specify Below) <input type="checkbox"/> Plan Rehabilitation or Replacement of Sewer <input type="checkbox"/> Repaired Facilities or Replaced Defect <input type="checkbox"/> Created work order to repair in prioritized order	
Explanation of corrective action taken: (Required if spill corrective action is "Other")		
Is there an ongoing investigation?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
List reasons why there is an ongoing investigation:		

SURFACE WATERS (Complete for Category 1 Spills Only)	
Name and type of receiving water body(s)	Description of the water body(s), including but not limited to: <ul style="list-style-type: none"> ○ Observed impacts on aquatic life, ○ Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill, responsible entity for closing/restricting use of water body, and ○ Number of days closed/restricted as a result of the spill.

MUNICIPAL INTAKE (Complete for Category 1 and 2 Spills Only)		
Was the spill located within 1,000 feet of a municipal surface water intake?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Describe:		

WATER SAMPLING			
Were water samples taken?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Sample locations:			
Water quality samples analyzed for: (Check all that apply)			
<input type="checkbox"/> Total Coliform Bacteria			
<input type="checkbox"/> Fecal coliform bacteria			
<input type="checkbox"/> E-coli			
<input type="checkbox"/> Ammonia			
<input type="checkbox"/> Other (Specify Below)			
List other water quality sample analyses as applicable:			

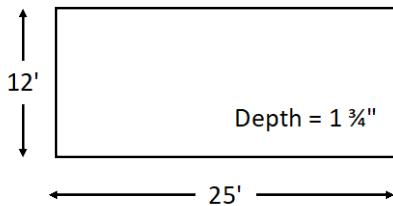
INSERT TAB:
Tab E: Volume Estimation

SAMPLE ONLY

Miscellaneous Computations & Examples

To convert inches to feet (NOTE: for the purposes of this worksheet, the unit of measurement will be in feet for formula examples)	Divide the inches by 12 or use the chart on the right. Example 1: $27" \div 12 = 2.25'$ Example 2: $1\frac{3}{4}" = ?'$ $1" (0.08') + \frac{3}{4}" (0.06') = 0.14'$
Volume of one cubic foot	7.48 gallons of liquid
Area: Two-dimensional measurement represented in square feet (SQ/FT or ft ²)	Square/rectangle: Area = Length x Width Circle: Area = $\pi \times r^2$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle: Area = $\frac{1}{2} (\text{Base} \times \text{Height})$
Volume: Three-dimensional measurement represented in cubic feet (CU/FT or ft ³)	Rectangle/square footprint: Volume = Length x Width x Depth Circle footprint (cylinder): Volume = $\pi \times r^2 \times \text{Depth}$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle footprint: Volume = $\frac{1}{2} (\text{Base} \times \text{Height}) \times \text{Depth}$
Depth: Wet Stain on Concrete or asphalt surface	If the depth is not measurable because it is only a wet stain, use the following estimated depths: <ul style="list-style-type: none"> Depth of a wet stain on concrete surface: 0.0026' (1/32") Depth of a wet stain on asphalt surface: 0.0013' (1/64") <p>These were determined to be a reasonable depth to use on the respective surfaces through a process of trial and error. One gallon of water was poured onto both asphalt and concrete surfaces. Once the area was determined as accurately as possible, different depths were used to determine the volume of the wetted footprint until the formula produced a result that (closely) matched the one gallon spilled. This process was repeated several times.</p>
Depth: Contained or "Ponded" sewage	Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points, and determine the average. Use that number in your formula to determine volume.

Miscellaneous Computations & Examples (continued)

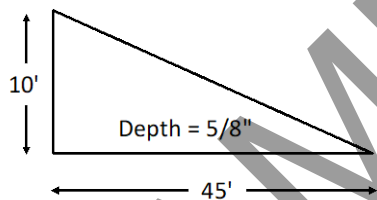
Area/Volume of a Rectangle or SquareFormula: Length x Width x Depth = Volume in **cubic feet**

$$\frac{25'}{\text{Length}} \times \frac{12'}{\text{Width}} \times \frac{0.14'}{\text{Depth}} = \frac{42 \text{ Cubic Feet}}{\text{Volume}}$$

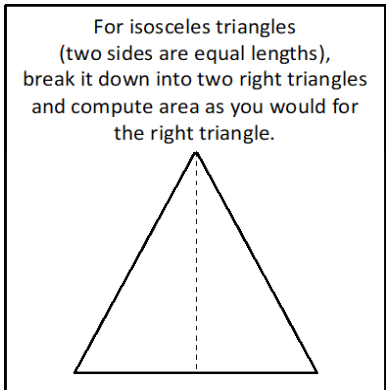
Multiply the volume by 7.48 gallons to determine the volume in **gallons**:

$$\frac{42 \text{ ft}^3}{\text{Volume}} \times \frac{7.48}{\text{gal/ft}^3} = \frac{314.16 \text{ gallons}}{\text{Volume}}$$

Convert Inches to Feet	
Inches	Feet
1/8"	0.01'
1/4"	0.02'
3/8"	0.03'
1/2"	0.04'
5/8"	0.05'
3/4"	0.06'
7/8"	0.07'
1"	0.08'
2"	0.17'
3"	0.25'
4"	0.33'
5"	0.42'
6"	0.50'
7"	0.58'
8"	0.67'
9"	0.75'
10"	0.83'
11"	0.92'
12"	1.00'

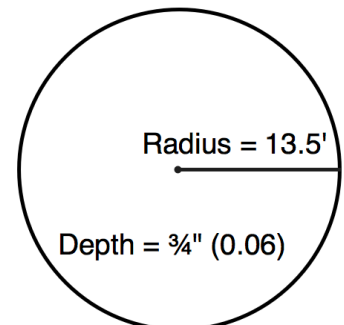
Area/Volume of a Right TriangleFormula: Base x Height x Depth = Volume in **cubic feet**

$$0.5 \times \frac{45'}{\text{Base}} \times \frac{10'}{\text{Height}} \times \frac{0.05'}{\text{Depth}} \times \frac{7.48}{\text{gal/ft}^3} = \frac{84.15 \text{ gallons}}{\text{Volume}}$$

Area/Volume of a CircleFormula: $\pi \times r^2 \times \text{Depth} = \text{Volume in cubic feet}$

The radius is 1/2 the diameter, which is a straight line passing from side to side through the center of a circle.

$$\frac{13.5'}{\text{Radius}} \times \frac{13.5'}{\text{Radius}} \times \frac{3.14}{\pi} \times \frac{0.06'}{\text{Depth}} \times \frac{7.48}{\text{gal/ft}^3} = \frac{256.8 \text{ gallons}}{\text{Volume}}$$



Spill Date: _____ Location: _____

This method is invalid if surface conditions are wet (due to rainfall, irrigation, etc.) DO NOT use this method under these circumstances.

STEP 1: Position yourself so that you have a vantage point where you can see the entire spill.

STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the spill, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.

STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.

STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s)/barrel(s)	How many of this size?	Multiplier	Estimated Spill Volume
		x 1 gallon	
		x 5 gallons	
		x 32 gallons	
		x 55 gallons	
		x ____ gallons	
Estimated Total Spill Volume:			

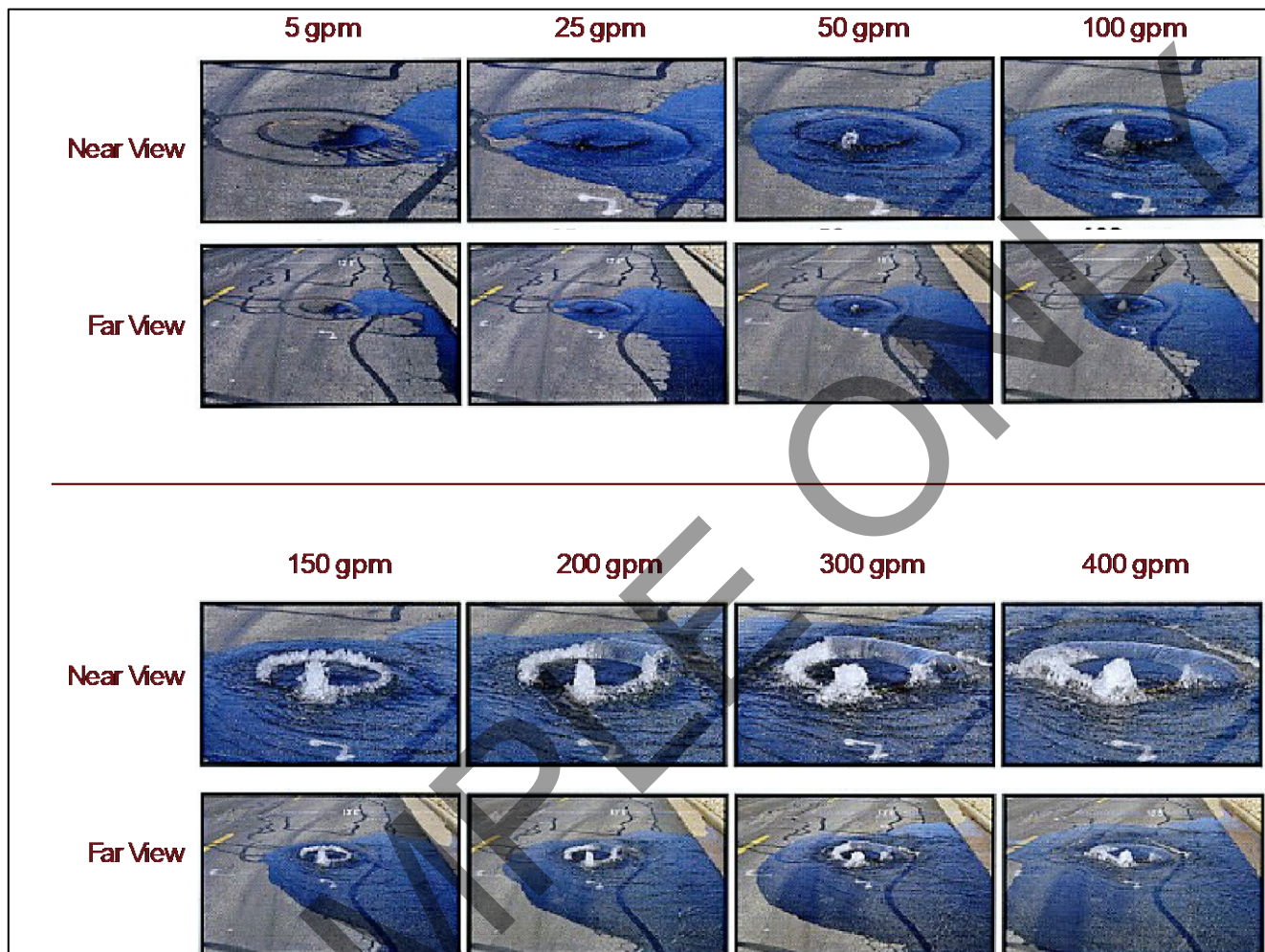
STEP 5: List assumptions made to arrive at the total estimated spill volume:

STEP 6: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Date: _____ Location: _____

Compare the spill to reference images below to estimate flow rate of the current spill. **NOTE: If the manhole cover in your picture has vent holes or more than one pry hole, do not use these pictures for comparison.**



SSCSC Manhole Spill Gauge: CWEA Southern Section Collections Systems Committee. Spill Simulation courtesy of Eastern Municipal Water District.

Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual spill:

Flow Rate Based on Photo Comparison: _____ gallons per minute (gpm)

(Continued on next page)

Start Date and Time	1.
End Date and Time	2.
Spill Event Total Time Elapsed (subtract Line 1 from Line 2. Show in minutes.)	3.
Average Flow Rate GPM (Account for diurnal flow pattern)	4.
Total Volume Estimated Using Duration and Flow Method (Line 3 x Line 4)	5.

List assumptions made to arrive at the total estimated spill volume:

Take photographs. Where are photographs stored?

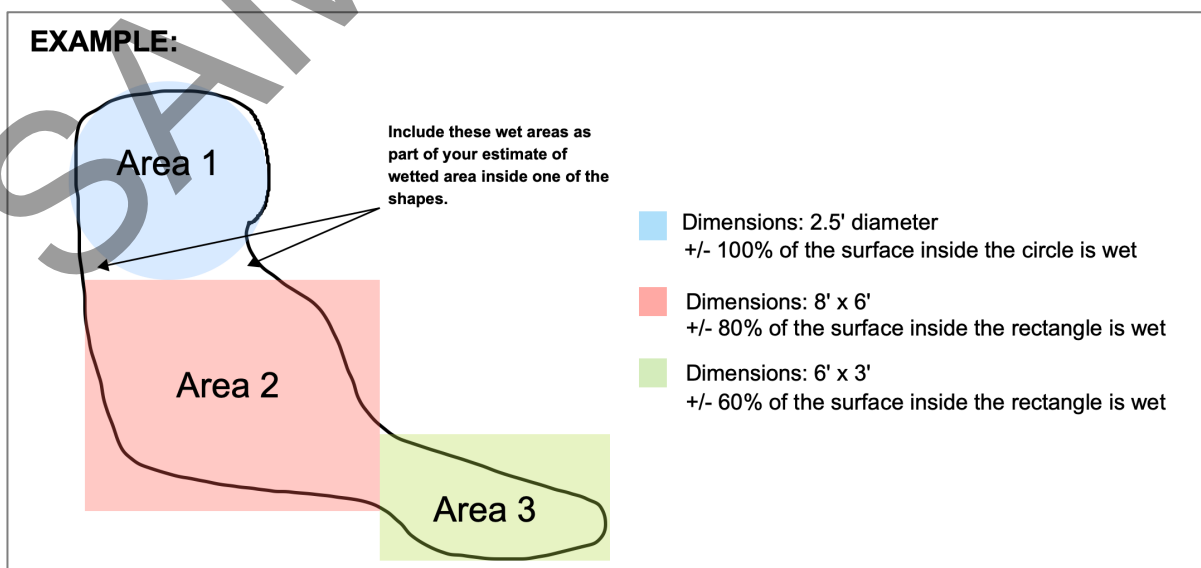
The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Date: _____ Location: _____

STEP 1: Describe spill area surface: ☐ Asphalt ☐ Concrete ☐ Dirt ☐ Landscape ☐ Inside Building

☐ Other: _____

STEP 2: Draw/sketch the outline (footprint) of the spill. Then break the footprint down into recognizable shapes. Label/identify each sketch outline area (Area 1, Area 2, etc.) See example below.



STEP 3: Calculate the area of the footprint by completing the table below for each area in Step 2. Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points, and determine the average. If the depth is not measurable because it is only a wet stain, use the following estimated depths:

Depth of a wet stain on concrete surface: 0.0026' (1/32")

Depth of a wet stain on asphalt surface: 0.0013' (1/64")

Rectangles:

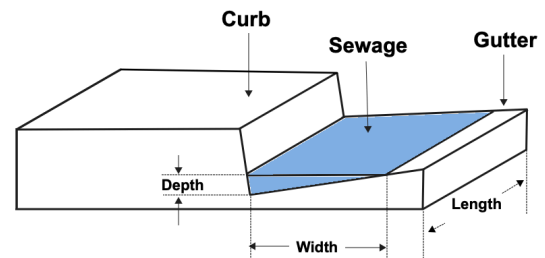
Area # (from labeled drawing)		Length	X	Width	X	% Wet	=	Area	X	Depth	=	Volume
	→	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³
	→	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³
	→	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³

Circles:

Area # (from labeled drawing)		π	X	Radius	X	Radius	X	% Wet	=	Area	X	Depth	=	Volume
	→	3.14	X	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³
	→	3.14	X	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³
	→	3.14	X	ft	X	ft	X	%	=	ft ²	X	ft	=	ft ³

STEP 4: If part of the spill is in a gutter, use the formula below to calculate the volume:

$$\frac{\text{Length}}{\text{Length}} \times \frac{\text{Depth}}{\text{Depth}} \times \frac{\text{Width}}{\text{Width}} \times 0.5 = \frac{\text{Volume}}{\text{Volume}} \text{ ft}^3$$



STEP 5: Calculate Total Spill Volume (sum of all of the volume calculations above): _____ ft³

STEP 6: Convert from cubic feet to gallons by multiplying by 7.48.

$$\frac{\text{spill volume in cubic feet}}{\text{spill volume in cubic feet}} \times 7.48 \text{ gallons} = \frac{\text{Total estimated volume}}{\text{Total estimated volume}} \text{ gallons}$$

STEP 7: List assumptions made to arrive at the total estimated spill volume. Adjust estimation up for moderate to severe cracking and/or roughness of surface (General Rule 20% to 40%):

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Date: _____ Location: _____

Attach and/or reference system map and identify location of spill and buildings contributing to spill.

STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this spill: _____ EDUs
NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.

STEP 2: This volume estimation method utilized the City's daily usage data. Column A shows how an average daily usage of 200 to 250 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the spill was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated spill Volume per EDU.

Time Period	Flow Rate Per EDU				Spill	
	A	B	C	D	E	F
	Gallons per Period	Hours per period	$A \div B =$ Gallons per Hour	$C \div 60 =$ Gallons per Minute	Minutes spill was active during period	$D \times E =$ Gallons spilled per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
Total Estimated Spill Volume per EDU:						

STEP 3: Multiply the Estimated spill Volume per EDU from Step 2 by the number of EDUs from Step 1.

_____ gallons X _____ = _____ gallons
 Volume per EDU # of EDUs Estimated spill Volume

STEP 4: Adjust spill volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted spill estimate (attach a separate page if necessary).

Total Estimated spill Volume: _____ gallons

STEP 7: List assumptions made to arrive at the total estimated spill volume:

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

SAMPLE ONLY

INSERT TAB:
Tab F: Backup Forms

SAMPLE ONLY

Complete this form only if there is a backup into a residence or business.

Instructions to Field Crew:

1. Tear forms listed below out of this workbook and hand to customer. *Leave this page (F-1) and the First Responder Form (F-2) in this workbook, do not give to Customer.*
2. Check each item that was provided to the customer.
3. Have customer sign below.

Forms/Documents:

- ☐ Form F-3: Customer Information Letter
- ☐ Form F-4: Your Responsibilities as a Private Property Owner

Formularios / Documentos:

- ☐ F-3: Carta de Información del Cliente
- ☐ F-4: Sus Responsabilidades Como Propietario de Una Propiedad Privada

Forms Provided to:

Customer Name

Customer Signature

Date

Check here if customer declines to sign: ☐

Formularios Proporcionados a:

Nombre del cliente

Firma del cliente

Fecha

Marque aquí si el cliente se niega a firmar: ☐

Forms Provided by:

Employee Name

Initial

Date

Instructions to Benjamin Stewart, Supervisor - Utility Services:

Send photos, including the photos of the documents given to the customer,
and a copy of the First Responder form to the Risk Manager.

Complete this form only if there is a backup into a residence or business.

Fill out this form as completely as possible.

Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM:		PHONE:	
Name: _____		DATE:	
Title: _____		TIME:	
TIME STAFF ARRIVED ON-SITE:			
If customer called a cleaning contractor, provide name and contact number:			
RESIDENT NAME: <input type="checkbox"/> Owner <input type="checkbox"/> Renter ADDRESS: PHONE:		IF RENT, PROPERTY MANAGER(S): OWNER: ADDRESS: PHONE:	
# OF PEOPLE LIVING AT RESIDENCE:			
Approximate Age of Home:		# of Bathrooms:	
# of Rooms Affected:			
Numbers of Photographs or Videos Taken: <input type="checkbox"/> Photographs _____ <input type="checkbox"/> Video _____ <input type="checkbox"/> Customer did not provide or allow photographs		Where are photos/video stored?	
Is nearest upstream manhole visibly higher than the drain/fixtures that spilled? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does property have a Property Line Cleanout or BPD? <input type="checkbox"/> Cleanout <input type="checkbox"/> BPD <input type="checkbox"/> Neither <input type="checkbox"/> Unknown			
If yes, was the Property Line Cleanout/BPD operational at the time of the spill?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Have there ever been any previous spills at this location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Has the resident had any plumbing work done recently?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
If YES, please describe:			

GO TO PAGE 2

LIVABILITY ASESMENT

- Is there insufficient non-contaminated living space for residents to stay during cleaning including a functioning and non-contaminated bathroom? ☐ Yes ☐ No
- Are there any residents that are pregnant, are children, have severe allergies/asthma, have respiratory problems, and/or have a compromised immune system? ☐ Yes ☐ No
- Is the area a childcare or extended care facility? ☐ Yes ☐ No
- Is the food preparation area contaminated? ☐ Yes ☐ No
- Is it currently after 8pm, or if it is currently before 8pm will the cleaning and disinfection be completed after 10pm? ☐ Yes ☐ No

If the answer to any of the questions above is YES, advise the resident to consider temporarily relocating while the living area is cleaned.

SANITARY SEWER LINE BLOCKAGE LOCATION

PLEASE CHECK THE BOXES THAT DESCRIBE YOUR OBSERVATIONS:

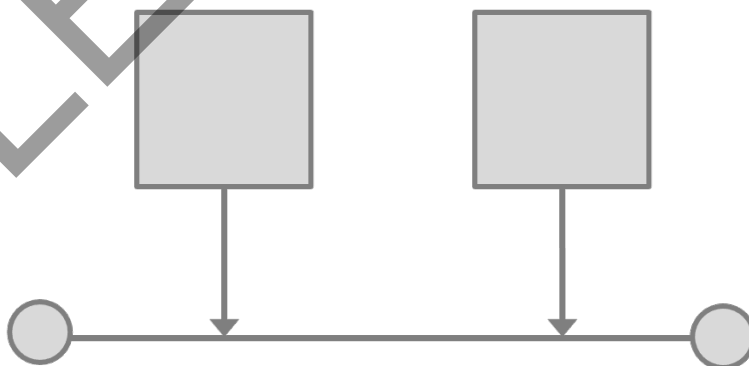
Building Cleanout Was:

- ☐ Non-Existent
☐ Full
☐ Empty

Property Line Cleanout was

- ☐ Non-Existent
☐ Full
☐ Empty

On the diagram below, place an X where in the mainline or lateral you believe the problem occurred.



Did sewage go under buildings? ☐ Yes ☐ No ☐ Unsure

Recommended Follow-Up Action(s):

Dear Property Owner:

We recognize that sewer backup incidents can be stressful and require immediate response while all facts concerning how an incident occurred are still unknown. Rest assured that we do all we can to prevent this type of event from occurring in the first place. Nevertheless, occasionally tree roots or other debris in the sewer lines causes a backup into homes immediately upstream of the blockage. At this time the City is investigating the cause of this incident.

If the City is found to be responsible for the incident, we are committed to cleaning and restoring your property, and to protecting the health of those affected during the remediation process.

The cleaning contractor provided by the City has been selected because of their adherence to established protocols that are designed to assure to all parties thorough, cost-effective, and expeditious cleaning services. You have the right to select your own cleaning contractor, but the City does not guarantee payment of fees/expenses incurred and reserves the right to dispute fees/expenses deemed not usual and customary.

Depending on the extent of the backup our Field Crew may advise you to consider relocating temporarily while the living area is cleaned. In that case, if the City is found to be responsible for the backup you may submit a claim for reimbursement of reasonable lodging for one night. Additional lodging and other expenses may be discussed with Risk Management.

To discuss this matter, contact the City Clerk's Office at 661-723-6020. To submit a claim for damages contact the Risk Manager at 661-723-6015 .

Sincerely,
The City of Lancaster

Estimado Propietario:

Reconocemos que los incidentes de la red de alcantarillado pueden ser estresantes y requieren una respuesta inmediata, mientras que todos los hechos relacionados con la forma en que ocurrió el incidente aún son desconocidos. Tenga la seguridad de que haremos todo lo posible para evitar que este tipo de evento ocurra en primer lugar. Sin embargo, ocasionalmente las raíces de los árboles u otros residuos en las líneas de alcantarillado causan una copia de seguridad en los hogares inmediatamente antes del bloqueo. En este momento el Ciudad está investigando la causa de este incidente.

Si se determina que el Ciudad es responsable del incidente, nos comprometemos a limpiar y restaurar su propiedad, ya proteger la salud de las personas afectadas durante el proceso de remediación.

El contratista de limpieza proporcionado por el Distrito ha sido seleccionado debido a su adhesión a los protocolos establecidos que están diseñados para garantizar a todas las partes servicios de limpieza exhaustivos, rentables y rápidos. También tiene derecho a seleccionar su propio contratista de limpieza, pero el Ciudad no garantiza el pago de los honorarios / gastos incurridos y se reserva el derecho de disputar los honorarios / gastos que se consideren no habituales y habituales.

Dependiendo de la extensión de la copia de seguridad, nuestro Equipo de campo puede aconsejarle que considere reubicarse temporalmente mientras se limpia la sala de estar. En ese caso, si se determina que el Ciudad es responsable de la copia de seguridad, puede presentar una reclamación de reembolso de alojamiento razonable por una noche. El alojamiento adicional y otros gastos pueden discutirse con el la Gestión de riesgos.

Para discutir este asunto, comuníquese con el Oficina del Secretario de la Ciudad at 661-723-6020. Para presentar un reclamo por daños comuníquese con la Gestión de riesgos al 661-723-6015.

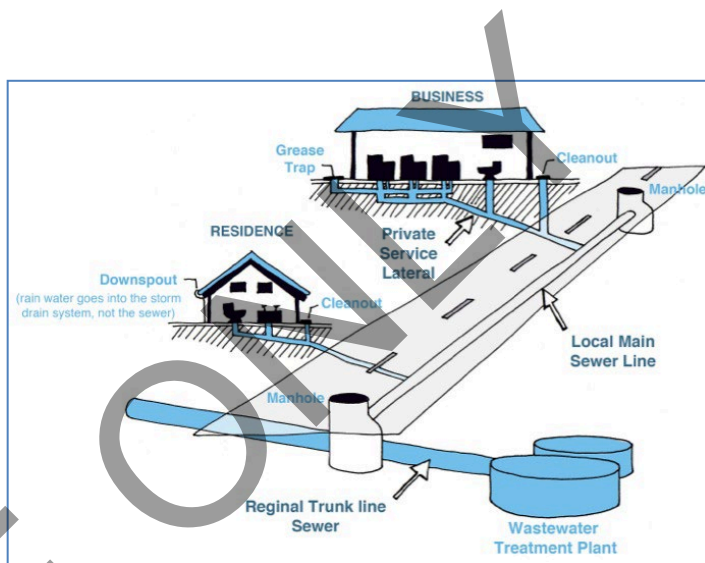
Sinceramente,
The City of Lancaster

How a Sewer System Works

A property owner's sewer pipes are called **service laterals** and are connected to larger local main and regional trunk lines. Service laterals run from the connection at the home to the connection with the public sewer. Depending on your location, a portion of the lateral is the responsibility of the property owner and must be maintained by the property owner.

How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes spills through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches. Common causes of sewage spills include grease build-up, tree roots, broken/cracked pipes, missing or broken cleanout caps, undersized sewers, and groundwater/rainwater entering the sewer system through pipe defects and illegal connections.



Prevent most sewage backups with a Backflow Prevention Device

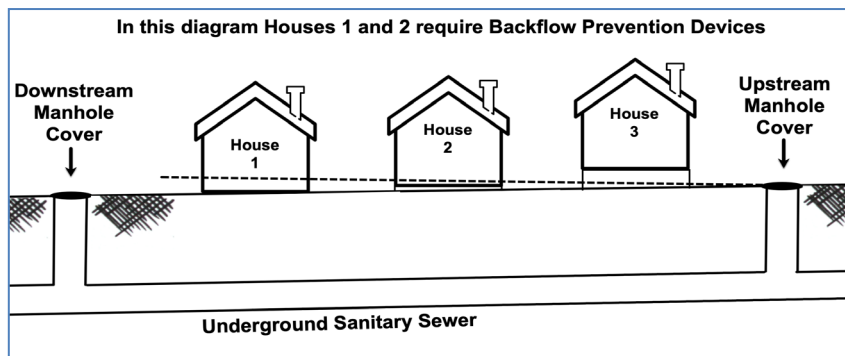
This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: *"Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping **shall** be protected from backflow of sewage by installing an approved type of backwater valve."* The intent of Section 710.1 is to protect the building interior from mainline sewer spills or surcharges.

Additionally, U.P.C. 710.6 states:

*"Backwater valves **shall** be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."*



Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas. If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

- Keep children and pets out of the affected area.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, toys, etc.)
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water & detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.

Seek immediate attention if you become injured or ill during or after the cleanup process.

Spill cleanup outside the home:

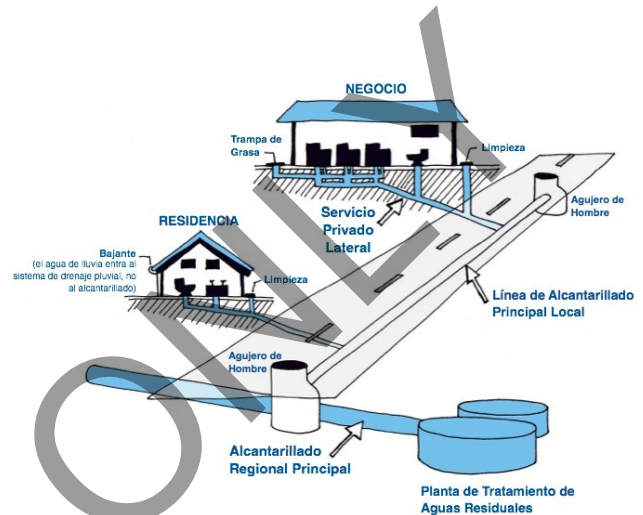
- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solution, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a laundromat until your onsite wastewater system has been professionally inspected and serviced.

Cómo funciona un sistema de alcantarillado

Las tuberías de alcantarillado de un propietario se denominan servicios laterales y están conectadas a líneas troncales principales y regionales locales más grandes. Los servicios laterales se ejecutan desde la conexión en el hogar hasta la conexión con el sistema de alcantarillado del Distrito. Estos laterales son responsabilidad del propietario y deben ser mantenidos por el propietario.

¿Cómo ocurren los derrames de aguas residuales?

Los derrames de aguas residuales ocurren cuando las aguas residuales en las tuberías subterráneas se desbordan a través de un pozo de acceso, limpieza o tubería rota. La mayoría de los derrames son relativamente pequeños y se pueden detener y limpiar rápidamente, pero si se los deja desatendidos, pueden causar riesgos para la salud, dañar viviendas y negocios y amenazar el medio ambiente, las vías fluviales locales y las playas. Las causas comunes de derrames de aguas residuales incluyen acumulación de grasa, raíces de árboles, tuberías rotas / agrietadas, tapas de limpieza faltantes o rotas, alcantarillas de tamaño insuficiente y aguas subterráneas / pluviales que ingresan al sistema de alcantarillado a través de defectos en las tuberías y conexiones ilegales.



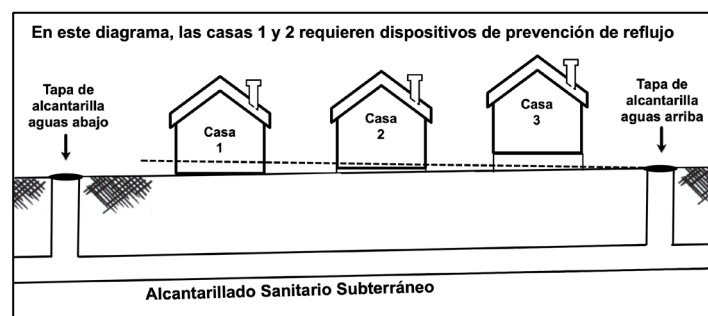
Prevenga la mayoría de las copias de seguridad de aguas residuales con un dispositivo de prevención de reflujo

Este tipo de dispositivo puede ayudar a prevenir las copias de seguridad de aguas residuales en hogares y empresas. Si aún no tiene un dispositivo de prevención de reflujo, comuníquese con un plomero o contratista profesional para instalar uno lo antes posible.

¿Se requiere que mi hogar tenga un dispositivo de prevención de reflujo?

La Sección 710.1 del Código Uniforme de Plomería (UPC) establece: "Los accesorios de tuberías de drenaje que tienen llantas de nivel de inundación ubicadas debajo de la elevación de la siguiente boca de alcantarilla corriente arriba o la alcantarilla privada que atiende dicha tubería de drenaje deben protegerse contra el reflujo de aguas residuales al instalar un tipo de válvula de evacuación". La intención de la Sección 710.1 es proteger el interior del edificio de los desagües o sobrecargas de alcantarillado de la línea principal.

Adicionalmente, U.P.C. 710.6 dice: Las válvulas de aguas residuales deben ubicarse donde puedan ser inspeccionadas y reparadas en todo momento y, a menos que estén continuamente expuestas, deben estar encerradas en un pozo de mampostería equipado con una cubierta removible del tamaño adecuado.



Limpieza de derrames dentro de la casa:

Para grandes limpiezas, se debe contactar a una empresa de limpieza profesional para limpiar las áreas afectadas. Si contrata a un contratista, se recomienda obtener estimaciones de más de una compañía. A veces, el seguro del propietario de vivienda pagará la limpieza necesaria debido a las reservas de alcantarillado. No todas las pólizas tienen esta cobertura, así que consulte con su agente.

Si decide limpiar un pequeño derrame dentro de su casa, protéjase de la contaminación observando las siguientes medidas de seguridad. Aquellas personas cuya resistencia a la infección esté comprometida no deben intentar este tipo de limpieza.

Otros consejos:

- Mantenga a los niños y mascotas fuera del área afectada.
- Apague los sistemas de calefacción / aire acondicionado
- Use botas de goma, guantes de goma y gafas durante la limpieza.
- Deseche los artículos que no se puedan lavar y desinfectar (como: colchones, alfombras, cosméticos, juguetes, etc.)
- Retire y deseche los paneles de yeso y el aislamiento contaminado con aguas residuales o aguas de inundación.
- Limpie a fondo todas las superficies duras (como pisos, concreto, molduras, muebles de madera y metal, mostradores, electrodomésticos, fregaderos y otros accesorios de plomería) con agua caliente y ropa o detergente para platos.
- Ayude al proceso de secado con ventiladores, unidades de aire acondicionado y deshumidificadores.
- Después de completar la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje que el agua se enfríe antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de lejía doméstica por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

Busque atención inmediata si se lesiona o se enferma durante o después del proceso de limpieza.

Limpieza de derrames fuera de la casa:

- Mantenga a los niños y las mascotas fuera del área afectada hasta que se haya completado la limpieza.
- Use botas de goma, guantes de goma y gafas protectoras durante la limpieza del área afectada.
- Limpie los sólidos de alcantarillado (material fecal) y colóquelos en un inodoro o bolsa doble que funcione correctamente y colóquelos en un contenedor de basura.
- En áreas de superficies duras como el asfalto o el concreto, es seguro usar una solución de lejía al 2%, o ½ taza de lejía a 5 galones de agua, pero no permita que llegue a un drenaje de tormenta ya que la lejía puede dañar la ambiente.
- Después de la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje enfriar antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de cloro por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

INSERT TAB:

Tab G: SAMPLING SOP

SAMPLE ONLY

Table of Contents (this page).....	G-1
Specifications & Requirements	-2
Introduction & Overview	-3
Equipment & Safety	-4
Before Sampling	-5
Surface Water Sampling	-6
After Sampling	-7
Attachment E1 Summary	-8
Quick-Reference Guide	-9
Surface Water Sampling Worksheet	-10
Surface Water Sample Chain of Custody Record.....	-11



Process:	<i>Surface Water Sampling</i>
Personnel Required:	<ul style="list-style-type: none"> • 1
Personal Protective Equipment:	<ul style="list-style-type: none"> • Safety Glasses • Rubber Gloves
License Required:	<ul style="list-style-type: none"> • None required
Common Hazards:	<ul style="list-style-type: none"> • Drowning or submersion • Slip, trip, and fall • Exposure • Insect/Wildlife • Weather • Boat/Watercraft • Physical Strain or Injury
Safe Operation Guidelines:	<ul style="list-style-type: none"> • Wear proper PPE • Be aware of currents, depth, and unstable banks • Do not eat, drink, or smoke while sampling • Avoid cross-contamination • Label all samples clearly
Lab Contact Information	American Environmental Testing Laboratory, Inc. 888-288-2385 (toll free) 818-845-8200 (24 hr.) 818-845-8840 Fax

Surface water sampling helps to ensure water quality by identifying areas of concern and potential failure mechanisms that may impact surface waters or stormwater infrastructure in the service area.



Minimize Impacts

Surface water sampling allows for the proper evaluation of potential contamination following a sanitary sewer spill.



Having a thorough understanding of the service area and its various challenges can help responders be better prepared to minimize the impacts of a spill on local surface waters and stormwater infrastructure.

Before beginning the sampling process there are several important steps that must be taken to ensure that the samples collected are representative of the water quality in the area being monitored.

These steps include:

1. Gathering the necessary equipment:

- The surface water sampling worksheet, chain of custody, sampling pole, sample containers, and PPE are essential tools that must be prepared and organized before sampling can begin.

2. Donning appropriate personal protective equipment:

- To protect against exposure to potentially harmful contaminants and the sulfuric acid preservative in the Ammonia sample bottles, workers must wear gloves, eye protection, and other personal protective equipment, as needed.

3. Determining the point of spill entry into the waterway:

- It's important to locate the point at which any spill entered the waterway in order to collect the required samples: point of entry into the surface water, downstream, and upstream.



The approximate stream velocity and time since the spill flow to the surface water stopped should be determined to calculate the appropriate distance to move downstream to collect:

1. The downstream sample,
2. Move upstream to collect the spill entry point sample,
3. And move further upstream to collect the upstream or reference sample.



Personal Protective Equipment

Personal Protective Equipment (PPE) should be used when conducting surface water sampling. The PPE that is required includes:

- Gloves
- Eye Protection



Sampling Equipment

In addition to PPE, other sampling equipment is necessary:

- Sample Bottles & Containers
- Cooler with Ice, or Ice packs
- Sampling Pole, or
- Rope & Bucket



The use of PPE and proper sampling equipment is important for the safety of the sampler and for ensuring accurate and reliable sampling results.

Test Type	Sample Locations			
	Spill Area	Downstream of Spill	Upstream of Spill	Drainage Conveyance System (as applicable)
Ammonia/Nitrogen	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄
Fecal Coliforms	2 bacti bottles	2 bacti bottles	2 bacti bottles	2 bacti bottles

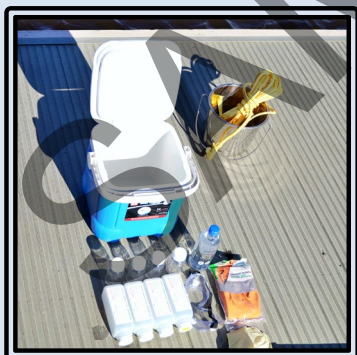
Water samples must be collected in different bottles for various tests and then transported in a cooler with ice packs.

For each of the three sampling sites (plus drainage conveyance system as applicable), one bottle is needed for ammonia/nitrogen testing, and two bacti bottles are required for each type of bacteria being tested.

Additionally, one field blank sample is required for each constituent. Field blank sample bottles are filled with sterilized water during sampling to serve as quality control on the sampler's sampling methods.

Since the sample bottles contain sterilized water, bacteria and ammonia should not be present in the water. If the lab analysis shows the presence of bacteria or ammonia, it indicates that the sampler's method may not have been correct, and the other bacti samples may have been contaminated.

Surface Water Sampling – Preparation



Step 1 of 4

Prepare the cooler for sample storage by adding an instant ice pack, ice pack, or ice to keep the samples cold during transport to the lab.



Identify the point of the spill where the wastewater entered the waterway and take a photograph of this location with a reference point in the picture.

Step 3 of 4

Begin completing the ***Surface Water Sampling Worksheet*** to record the relevant information about the sampling location and collected samples.



To determine which direction is upstream and downstream for sample collection, you should observe the direction of water movement from the point of discharge.

The purpose of this procedure is to provide a standard for collecting surface water samples to assess water quality, avoid contamination, and ensure that samples can be accurately labeled and transported to the lab for processing.

Notes:

Start by collecting downstream samples first.

In order to determine where the downstream sample is located in a stream, creek, or river, you will need to determine the velocity of the surface water. This can be accomplished through the use of a stream velocity meter or by measuring off a distance along the bank and timing how long it takes for a floating object to travel that distance.

Use the formula on the *Surface Water Sampling Worksheet* to calculate the stream velocity. Once known, determine the time that the spill **has not been** entering the surface water.

This, along with the stream velocity, will inform you how far downstream you need to travel to collect the downstream sample.

**Step 1 of 9**

Don the appropriate PPE from your sampling kit. This should include latex or rubber gloves and safety glasses.

**Step 2 of 9**

Label all samples with their location (refer to table on G-8), your name, and the date and time they are collected. Record this information on the surface water sampling worksheet.

**Step 3 of 9**

Take photos of each sample location and ensure a reference point is visible in each photo. In the photo (left), the dock and sign serve as excellent reference points.

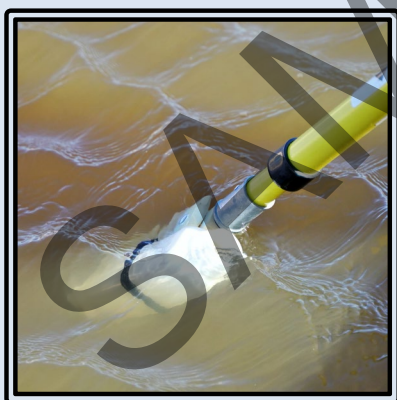
**Step 4 of 9**

Remove the seal from the Ammonia sample container just prior to collecting your sample, as applicable.

To reduce the likelihood of contamination, remove the cap immediately before collecting each sample.

**Step 5 of 9**

To prevent sample contamination, do not allow the inside of the cap to touch anything while you are obtaining the sample.

**Step 6 of 9**

When filling the ammonia nitrogen sample bottle, don't overfill it because it contains sulfuric acid. Sweep the bottle or dipper upstream and out of the water without disturbing the bottom sediment. Remember to leave the sulfuric acid in the bottle and avoid skin contact.

**Step 7 of 9**

Fill the Ammonia sample bottle to the fill line, and immediately replace the cap. If there is no clear fill line, fill it to the “neck” of the bottle.

Acquire samples from each location.

**Step 8 of 9**

Open the Bacteria sample container and allow water to gently flow into the bottle just to the fill line.

Acquire samples from each location.



Repeat the sampling process for all sample points, ensure there are two of each sample, and **provide a “field blank”** sample using sterile water, which verifies the quality of the samples.

**Step 9 of 9**

Place all samples in the cooler on the ice pack. To ensure accurate analysis, the Bacti samples must be transported to the lab within 6 hours of the time of collection.

Step 1 of 4: Documentation

All samples must be labeled with their location, your name, and the date and time they were collected. Refer to the state requirements found on the last page of this document. Record this information on the chain of custody form and the surface water sampling worksheet.

Chain of Custody Record

Westborough Water District Water Quality Monitoring Program Plan
Surface Water Sample Collection Chain of Custody Record

Customer Name: ABC Spillery Limited Hazardous Waste: ☐ Unknown Material: ☐ POB: ☐

Customer Address: 555 St. Valley St. CONTRACT LAB INFORMATION: Turnaround Requirement: ☐ Normal (21 days) ☐ Rush: ☐ Other: ☐

Customer Telephone: 555-555-1234 Mail Code: 1234 Ship to: ☐ Normal (21 days) ☐ Rush: ☐ Other: ☐

Lab Program Name: Spill and/or Accidents Phone #: 555-555-1234 Courier: David Patzer

Lab Program Coordinator: David Patzer

LMS# (Issued by Lab)	Date	Time	Type	Sample Location	Sample Label ID	# Containers	Analysis Requested		Remarks/Notes
							Parameter	Method	
	2/10/23	12:30	<input type="checkbox"/> Upstream	<u>555-001-U</u>	2	A	<input type="checkbox"/> BOD	<input type="checkbox"/> DO	
	2/10/23	10:30	<input type="checkbox"/> Entry Point	<u>555-001-E</u>	2	A	<input type="checkbox"/> BOD	<input type="checkbox"/> DO	
	2/10/23	10:45	<input type="checkbox"/> Downstream	<u>555-001-D</u>	2	A	<input type="checkbox"/> BOD	<input type="checkbox"/> DO	
			<input type="checkbox"/> Field Blank	<u>555-001-FB</u>	2	O	<input type="checkbox"/> BOD	<input type="checkbox"/> DO	Sterile deionized water

*Status: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Biofilms, I = Industrial, O = Other (specify in remarks)

Relinquished: David Patzer Date: 2/10/23 Time: 12:30 Relinquished to: David Patzer Date: 2/10/23 Time: 12:30

Transport/Shipping Information: ☐ USPS ☐ UPS ☐ FedEx

Sample Receiving Documentation: Container intact? ☐ Yes ☐ No Correct container? ☐ Yes ☐ No Field preserved? ☐ Yes ☐ No Coolbox kept intact? ☐ Yes ☐ No

Sample distribution: ☐ Lab bench ☐ Ice chest ☐ Walk-in cooler/shelf ☐ Comments: Disposed by: David Patzer

Disposal Date: 2/10/23 Disposed by: David Patzer Lab Admin File ☐ Program Mgr ☐ Lab Prog. Coord. ☐ Delivery roomer ☐ Pick-up: none

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Surface Water Sampling Worksheet

Westborough Water District
Water Quality Monitoring Program Plan

Sample Date: 2/10/23 Sample Time: 12:30 AM ☐ PM ☐ Sample Location: Spill at 555 St. Valley St.

Sampler(s) Name(s): David Patzer

Sampler(s) Signature(s): David Patzer

What is being sampled? ☐ Stream ☐ Pond ☐ Lake ☐ Other: Spill

If the SSO was not actively entering the surface water during sampling:
 A. How long did it take to enter the surface water? 2 minutes X 60 seconds = 120 seconds
 B. How long has the SSO NOT been entering the surface water? 15 minutes X 60 seconds = 900 seconds
 C. How far downstream did you travel to collect the SOURCE sample? (A X C = Feet) 1500 feet
 D. Explain why you traveled a different distance, if you did, to collect the source sample: N/A

Visual Observations and/or Interferences:
 Upstream: 2 555-001-U break near shore 150 ft from sample point
 Source: 2 555-001-E
 Downstream: 2 555-001-D
 Field Blank: 1 555-001-FB

Notes / OBSERVATIONS:
 All Samples Labeled with:
 a) Year-month-day number indicating the year, month, day of collection
 b) Time, a four-digit number indicating military time of collection, e.g. 0954
 c) Sample Location, Upstream, Source, or Downstream
 d) Sampler(s) name(s) identifying the sampler(s)
 e) Parameter(s) to be analyzed for sample(s) preservation
 f) Chain of Custody Completed
 g) Samples on Ice in Cooler
 h) Pictures Taken of Each Sample Location and the Photo ID# Noted Above
 i) All Sampling Equipment Collected

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Step 2 of 4: Contact the Lab

Inform the lab that the following samples require processing: ammonia-nitrogen and total/fecal coliform. Provide any additional information the lab may require.

Step 3 of 4: Transport Samples

Place the samples in the cooler on the ice pack and transport them to the lab within 6 hours of collection time. Complete the chain of custody form and ensure all samples are properly secured during transport.

Step 4 of 4: Post Warning Signs

If directed by your supervisor or the county environmental health division, post warning signs in the affected area. Keep track of sign locations and remove warning signs and lift restrictions only when authorized to do so.

The Enrollee shall collect receiving water samples
at the following locations:

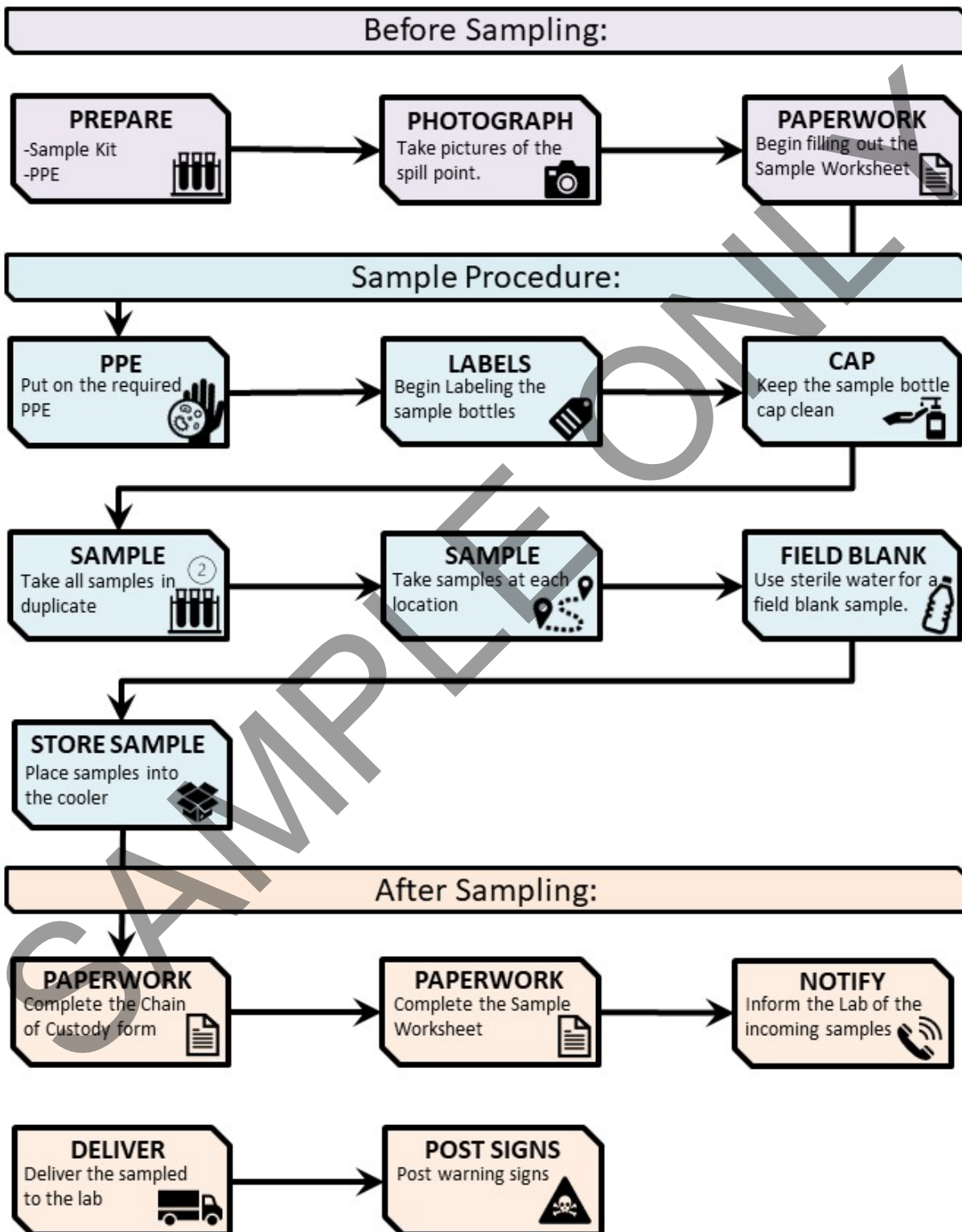
Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW¹)

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

¹The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.



City of Lancaster Spill Emergency Response Plan
Surface Water Sampling Worksheet

G-10

Sample Date:		Sample Time: <input type="checkbox"/> AM <input type="checkbox"/> PM		Sample Location:	
Sampler(s)' Name(s):					
Sampler(s)' Signature(s):					
What is being sampled? <input type="checkbox"/> Stream <input type="checkbox"/> Pond <input type="checkbox"/> Lake <input type="checkbox"/> River <input type="checkbox"/> Other:			If the spill was not actively entering the surface water during sampling: A. Stream Velocity: _____ CFS B. How Long Has the spill NOT Been Entering the Surface Water? _____ minutes X 60sec/min = _____ seconds C. How Far Downstream Did You Travel To Collect The SOURCE Sample? (A X C = Feet): _____ feet D. Explain why you travelled a different distance, if you did, to collect the source sample:		
Weather at time of sampling: <input type="checkbox"/> Sunny <input type="checkbox"/> Overcast <input type="checkbox"/> Sprinkling <input type="checkbox"/> Raining					
Was the spill actively entering the surface water during Sampling? <input type="checkbox"/> YES <input type="checkbox"/> NO If no, complete A-D in the gray box to the right.					

Sample Location	Sample Label	# of Samples*	Photo ID# of Sample Location	Visual Observations and/or Interferences
Drainage Conveyance	DCS-001	3		
Source*	RSW-001	3		
Upstream*	RSW-001U	3		
Downstream*	RSW-001D	3		
Field Blank*	Field Blank	2		

* Collect duplicate bacteria samples at each location

FINISH CHECKLIST	NOTES / OBSERVATIONS
<input type="checkbox"/> All Samples Labeled with: <input type="checkbox"/> Date: a six-digit number indicating the year, month, day of collection <input type="checkbox"/> Time: a four-digit number indicating military time of collection. e.g. 0954 <input type="checkbox"/> Sample Location: Drainage Conveyance, Source, Upstream, or Downstream <input type="checkbox"/> Samplers: each sampler is identified <input type="checkbox"/> Parameter/preservative: analysis to be conducted for sample/sample preservation <input type="checkbox"/> Chain of Custody Completed <input type="checkbox"/> Samples on Ice in Cooler <input type="checkbox"/> Pictures Taken of Each Sample Location and the Photo ID/# Noted Above <input type="checkbox"/> All Sampling Equipment Collected	



American Environmental Testing Laboratory Inc.
 2834 & 2908 North Naomi Street, Burbank, CA 91504 • DOHS NO: 1541, LACSD NO: 10181
 Tel: (888) 288-AETL • (818) 845-8200 • Fax: (818) 845-8840 • www.aetlab.com

CHAIN OF CUSTODY RECORD
Nº 72707

COMPANY				PROJECT MANAGER			AETL JOB No.		Page ____ of ____		
COMPANY ADDRESS				PHONE			ANALYSIS REQUESTED		TEST INSTRUCTIONS & COMMENTS		
				FAX							
PROJECT NAME				PROJECT #							
SITE NAME AND ADDRESS				PO #							
SAMPLE ID		LAB ID	DATE	TIME	MATRIX	CONTAINER NUMBER/SIZE	PRES.				
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
SAMPLE RECEIPT - TO BE FILLED BY LABORATORY						RELINQUISHED BY SAMPLER:		RELINQUISHED BY:		RELINQUISHED BY:	
TOTAL NUMBER OF CONTAINERS		PROPERLY COOLED Y / N / NA				Signature:		Signature:		Signature:	
CUSTODY SEALS Y / N / NA		SAMPLES INTACT Y / N / NA				Printed Name:		Printed Name:		Printed Name:	
RECEIVED IN GOOD COND. Y / N		SAMPLES ACCEPTED Y / N				Date: Time:		Date: Time:		Date: Time:	
TURN AROUND TIME						RECEIVED BY:		RECEIVED BY:		RECEIVED BY LABORATORY:	
<input type="checkbox"/> NORMAL		<input type="checkbox"/> RUSH		<input type="checkbox"/> SAME DAY <input type="checkbox"/> NEXT DAY		Signature:		Signature:		Signature:	
				<input type="checkbox"/> 2 DAYS <input type="checkbox"/> 3 DAYS		Printed Name:		Printed Name:		Printed Name:	
						Date: Time:		Date: Time:		Date: Time:	

DISTRIBUTION: WHITE - Laboratory, CANARY - Laboratory, PINK - Project/Account Manager, YELLOW - Sampler/Originator

INSERT TAB:
Tab H: POST-SPILL

SAMPLE ONLY

SPILL LOCATION	
Spill location name:	
Address of spill:	

NOTIFICATION AND COMMUNICATION PROCEDURES	
Were notification procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were notification procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No

RESPONSE PROCEDURES	
Were response time goals met?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were safety procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were safety procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were initial response procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were initial response procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were containment procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No

RESPONSE PROCEDURES (continued)	
Were containment procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were clean up and recovery procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were clean up and recovery procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were sewer back up procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were sewer back up procedures effective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were chain of custody procedures adhered to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was failure analysis investigation performed and documented?	<input type="checkbox"/> Yes <input type="checkbox"/> No
REPORTING AND NOTIFICATION PROCEDURES	
Were reporting and notification timeline requirements met?	<input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTATION	
Was spill file created?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was QA/QC performed to ensure field data matched CIWQS data?	<input type="checkbox"/> Yes <input type="checkbox"/> No
RECOMMENDED CHANGES	
<input type="checkbox"/> N/A	
ATTENDEES	
FACILITATED BY	
	Date:

OFFICE USE ONLY

Incident Report #		Prepared By	
Spill/Backup Information			
Cause			
Summary of Historical Spills/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		File Name/Number	
CCTV File Reviewed By		CCTV Review Date	
Observations			

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Recommendations					
✓	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Repair(s)/ Replacement				
	Construction				
	Capital Improvement(s)				
	Change(s) to Maintenance Procedures/ Schedules				
	Change(s) to Spill Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Reviewed By:				Review Date:	

PART D
SPECIAL PROVISIONS

SPECIAL PROVISIONS

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008

PWCP 24-008 SAMARITAN'S PURSE PARK (FORMERLY EL DORADO PARK) RENOVATION

GENERAL

The Standard Specifications for Public Works Construction, latest edition, including all subsequent addenda and supplements, are incorporated herein by reference and are intended to govern, except as modified herein or are inconsistent with the provisions hereof.

The Contractor shall additionally comply during the course of construction with the provisions of the 2022 California Building Code / based on the International Building Code, 2021 Edition, as published by International Conference Building Officials, along with all other codes, standards and specifications adopted by the City of Lancaster.

2022 California Electrical Code / based on the 2020 NEC
2022 California Mechanical Code / based on the 2021 UMC
2022 California Plumbing Code / based on the 2021 UPC

Where PART C General Provisions conflict with these PART D Special Provisions, PART D shall govern; any exceptions shall be at the sole discretion of the Engineer.

TIME OF COMPLETION

All work shall be completed in every detail per the Schedule on Page A-1.

DRAWINGS

PWCP 24-008 Samaritan's Purse Park (Formerly El Dorado Park) Renovation Plans
City of Lancaster Trench Restoration Policy
Standard Plans
Geotechnical Report

PROJECT AREA

The project is located at PWCP 24-008 Samaritan's Purse Park (Formerly El Dorado Park), 44501 5th Street East, in the City of Lancaster (see Vicinity Map on Site Plan).

MEDIA EVENTS

The General Contractor shall be responsible for providing full cooperation in support of media events. The Project Engineer shall notify the Contractor of such events, and the desired level of support from the Contractor, not less than three (3) working days prior to the proposed media event.

SCOPE OF WORK AND DESCRIPTION OF THE PROJECT

The Scope of the Work includes, but is not limited to:

Renovation of the existing 7.2 acre Samaritan's Purse Park (Formerly El Dorado Park) and renovations to existing community center building, recreational features, and upgrades to the existing park including new landscaping and vegetation, providing ADA access to pathways, sidewalks exercise equipment and recreational areas. The project's park features will include the following features:

- Renovations to existing community center building
- ADA accessible walking/jogging pathways with eleven (11) exercise equipment stations
- Half-court basketball court
- Splash pad area
- Skateboard area
- New landscaping and vegetation
- Plaza area with seating/benches and park furniture with overhead shade sails structures
- New concrete with new landscaped edge at patio.
- New metal canopy in the patio.
- New mechanical pad.
- New trash enclosure.

Reference Contract Documents for specific scope.

SCHEDULE OF VALUES

The Contractor shall provide a schedule of values for all costs associated with the construction of lump sum bid items, for review, comment and approval. The Contractor shall provide schedule of values within 5 days of receiving request from the City of Lancaster. **If Schedule of Values is not received within the time allotted, the bid may be deemed non-responsive and the project will be awarded to the next lowest bidder.** The schedule of values shall be used to determine progress payments to Contractor during Construction for each lump sum bid item and should be itemized accordingly.

Minimum itemization shall be as noted in list shown on Appendix (SPP SOV) *and shall be expanded as needed to adequately support payment claim to the satisfaction of the City*; however, neither review nor acceptance of the Schedule of Values by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for

the correctness of the Schedule of Values. Each Schedule of Values shall be accompanied by a letter of transmittal.

Schedule of Values shall be provided for all Miscellaneous Lump Sum Items shown on the plans and project specifications. Schedule of Values is not required for Insurance and Bonds, Mobilization/Demobilization, or Traffic Control as payment for these lump sum items shall be as described in sections below.

PROJECT SEQUENCING

Following the opening of bids, the City will contact the low bidder and notify them of the results. The apparent low bidder will be notified with a Notice of Intent to Award and Materials Notice to Proceed as early as fourteen calendar days after the bid opening. Upon receipt of the Notice of Intent to Award, the Contractor shall begin acquiring all necessary contract documents, insurance, and bonds for submittal to the City prior to the Preconstruction Conference. The Contractor shall also prepare and submit any submittals for long-lead critical path items (items taking longer than four weeks to obtain).

Contractor shall coordinate with the California Conservation Corp (CCC) on all matters related to the installation of plants/plantings as shown on the Plans and in accordance with Part H of these specifications. The City of Lancaster is required to contract separately with the CCC for the installation of the plants/plantings per the Plans, therefore, Contractor must coordinate with the CCC prior and during construction in order to assure that all plants/plantings are installed in a timely manner. The Contractor shall incorporate time for coordination and work by CCC into Construction schedule.

Per Part H, Section F, landscape installation shall not commence prior to date noted therein nor without written Notice to Proceed with Landscape Installation issuance by City.

Once started, the contractor shall continuously work on the project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to the City at least 72 hours in advance. Such notification of work suspension shall include the exact date when work will be suspended and the date when work will resume.

Staging may need to move around in the course of construction, depending on proposed construction sequence. Staging area is limited and shall be approved by PARCS prior, and during the course of construction.

Contractor shall identify existing site utilities and infrastructure prior commencement of work. Report of working order and location of utilities and infrastructure shall be submitted for review and approval.

Prior to any tree root trimming/root removals, Contractor shall coordinate with the Inspector to arrange for inspection and concurrence with the City of Lancaster PARCS Department.

The Contractor shall coordinate with PlayCore Wisconsin, Inc. dba GameTime, c/o Great Western Recreation on all matters related to the installation of the Playground. The City of Lancaster PARCS Department is required to contract separately with PlayCore Wisconsin, Inc. dba GameTime, c/o Great

Western Recreation on the installation and procurement of the Playground. The contractor shall complete the playground surfacing in sufficient time to allow PlayCore Wisconsin, Inc. dba GameTime, c/o Great Western Recreation, to install the equipment prior to May 15, 2026. Coordination of Playground delivery, and installation with PARCS shall be the responsibility of the contractor. Completion of the Playground shall be included on Contractor's CPM schedule. Contractor shall request Playground vendor's information from the City prior to Bid. There will be no additional time added to schedule due to failure to coordinate with Playground vendor.

The Contractor shall be ready to commence the day of Notice to Proceed. During this period, the Contractor may be paid the first 50% of the contract lump sum bid price for mobilization, and a corresponding percentage of the bid price for the procuring of long lead bid items.

With submittal of a bid, the Contractor acknowledges understanding and awareness of the proposed schedule. No bid price adjustments will be permitted.

The Contractor shall prepare a computer generated CPM schedule for this project. The schedule shall be generated using Microsoft Project, or an approved substitute. The schedule shall be broken down into activities with durations each less than two weeks and valued at less than \$20,000. No more than 15 percent of the activities may be on the critical path of the baseline schedule. The baseline schedule will be reviewed by the Engineer and the Contractor shall make any reasonable changes requested to make the schedule acceptable.

On a biweekly basis, the Contractor shall submit an updated schedule reflecting the work progress for the previous two weeks. If, at any time, the updated schedule shows project completion ten or more working days behind schedule, the Contractor shall be required to submit a recovery schedule showing how the original completion date will be met. After the recovery schedule has been found to be acceptable by the Engineer, it will be used to govern work until the original schedule is recovered.

On a weekly basis, the Contractor shall submit a task schedule reflecting the work scheduled for each day for the following two weeks.

Payment

All costs associated with Project Sequencing shall be included with other items of work. No separate payment shall be made.

PRECONSTRUCTION CONFERENCE

The Section, "PRECONSTRUCTION CONFERENCE", in the General Provisions is supplemented as follows:

The contractor shall prepare a tentative progress schedule for submission and review at the Pre-Construction Meeting. The discussion shall include: verification of material and equipment orders; project supervision; on-site inspection; progress schedules and reports; payments to contractor; safety;

and other anticipated problems pertinent to the project. Those subcontractors who do not attend the preconstruction conference will not be allowed to work on the project until attending a preconstruction conference for their particular work, unless otherwise waived by the Engineer. No delays in the counting of time on the contract will be allowed due to any failure on the part of the prime contractor or subcontractors to arrange for or attend said meeting. The prime contractor shall notify the Engineer no less than 72 hours in advance of the need for a meeting. The authorized representative of the prime contractor shall attend all subcontractor preconstruction conferences.

One week prior to the meeting, the Contractor shall submit the following:

- o Construction Baseline Schedule
- o Construction Phasing Plan
- o Construction Stage Plan
- o Construction Demolition Materials Recycling Plan (60% Recycle)
- o Schedule of Submittals
- o Schedule of Values Submittal
- o Project Team & Emergency Contact Information

CONSTRUCTION PROGRESS MEETINGS *Add the following Section 6-1.3*
“Construction Progress Meetings” as follows:

1. Progress meetings will be scheduled between the Engineer and Contractor.
2. Meetings will be scheduled weekly and more often as necessary for the competent and timely execution of the work under the Contract. These meetings will be chaired by the Engineer.
3. The Contractor shall supply, as requested by the Engineer, an updated schedule for work to be performed in the next two weeks.

NOTIFICATION

The Contractor shall notify the City Engineer and all utility companies or agencies that may have facilities in the work area at least 48 hours prior to construction. The Contractor shall also notify the owner/tenants of each property in the work area at least 72 hours prior to construction. The following list of names and telephone numbers is intended for the convenience of the Contractor.

So. Calif. Edison Co.	(661) 726-5617
So. Calif. Gas Co.: Drew Scheffler	(661) 200-0813
Frontier Communications: Lewis Edrozo	(760) 577-5781
Charter Communications: Robert Reihs	(661) 483-3030
Crown Castle: April Flores	(949) 872-4492
Conterra Broadband: Brad Bowman	(805) 758-4343
Underground Service Alert	(800) 422-4133
L.A. County Waterworks District No. 40, Randy Range	(661) 609-8353
L.A. County Sanitation District	(661) 257-4809
Antelope Valley Transit Authority, Geraldina Romo	(661) 729-2278

Lancaster Sanitary Sewer (Emergency)
Lancaster Sanitary Sewer (Emergency)

(661) 723-5985 6:30am-4pm
(661) 510-4362 after hours

NOTIFICATION TO THE PUBLIC

The Contractor and not a Sub-Contractor, shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills furnished by the Contractor and approved by the City of Lancaster. Two handbills shall be distributed prior to beginning of work. The first handbill, which contains general information regarding the project, shall be distributed at least ten (10) calendar days in advance. The second handbill shall be distributed at least 48, but no more than 72 hours in advance. The Contractor is responsible for adding the dates and hours of the work to be performed on the second handbill. The second handbill may need to be distributed for each phase of work as directed by the City. **In no event shall handbills be placed in or on any portion of the owner's mailbox.** Contractor shall provide a written notification log that includes recipient (as available) name, address, and date notified.

Affected properties will be determined by the Engineer and are, in general, those properties that fall within 500 feet of the limits of the work. One copy of each handbill shall be submitted to the Engineer.

The Contractor shall notify the City via e-mail when handbills have been distributed. Handbills shall be distributed based on the approved two week look ahead schedule. The notification shall be addressed to the City representative(s) designated during the pre-construction conference. The notification shall be sent to the City no later than 8 AM on the day following distribution of the notices. The correspondence notification to the City shall contain a map showing the limits of distribution and the dates and times distributed. A separate notification shall be sent for each distribution. The City will use the information on the notices to verify that the distribution has been performed. If the distribution is not verified by the City, the City will email to the Contractor's representative the locations which must be redistributed with new information. **The Contractor shall not perform work in the distribution area without email notification of verification by the City of the distribution.**

CONTRACTOR MARKUP

Extra Work

Subsection 7-4 of the Standard Specifications is supplemented by the following:

The Contractor shall not proceed with any extra work until directed in writing by the Engineer to proceed.

Payment for Extra Work

Subsection 7-4.2 of the Standard Specifications is supplemented by the following:

Payment for extra work will not be made unless such extra work has been ordered in writing by the Engineer.

The basis for payment for extra work (unit price, lump sum or time and materials) will be determined by the Engineer. The Contractor shall prepare prices for the extra work in accordance with the Engineer's instructions and shall submit said prices to the Engineer for approval.

Payment for authorized extra work to be paid on a time and materials basis shall be based on the following:

Labor:

- a) Payment for labor shall be at the rate per the certified payroll, plus benefits as required by the current State of California General Prevailing Wage Rate for the worker classification.
- b) The Contractor's allowable markup for labor surcharge shall be: 20% of the sum of the rate per the certified payroll plus the benefits from prevailing wage.
- c) The Contractor's allowable markup for labor, profit, and overhead shall be: 20% of the total of a) and b) above.

Equipment:

- a) The rate paid for Contractor owned equipment shall be per Caltrans Labor Surcharge and Equipment Rental Rates (latest edition).
- b) The rate paid for rented equipment shall be the actual rate paid to the rental agency for equipment with a replacement value greater than or equal to \$200.00. For equipment with a replacement value less than \$200.00 no payment shall be made.
- c) The Contractor's allowable markup for equipment shall be 15% of the above rates for profit and overhead.
- d) Daily Extra Work Reports: Section 7-4.4 Daily Reports by Contractor: Standard Specifications shall be supplemented as follows:

The daily report to be submitted by the Contractor to the Engineer shall be submitted on the Daily Extra Work Report provided by the City. The form requires acknowledgment of equipment, materials, and labor by the Inspector. Said acknowledgment does not constitute approval for payment.

Bonds:

A markup of 1% as provided in Section 7-4.2.4 shall be applied to the total of the extra work when it is demonstrated by the Contractor that an additional cost was incurred for bonding.

Work by Subcontractor

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

DAILY REPORTS BY CONTRACTOR

The contractor shall submit electronic Daily Reports to the inspector. These reports shall provide a comprehensive summary of staff, equipment and progress in a format approved by the Construction Manager, and shall be submitted to the inspector the day following the day for which the report is produced. Failure to submit Daily Reports may be cause for issuance of a Stop Work Notice until the reports are brought current.

CITY OF LANCASTER BUILDING PERMIT

A City of Lancaster Building permit will be required for Tenant Improvements and ADA Upgrades. The Contractor shall apply for “no-fee” Building PMT23-05138 and be responsible for all required documents, including but not limited to certificate(s) of insurance, endorsement(s), etc. required to obtain permit issuance prior to start of work.

Contractor shall be responsible for obtaining any amendments to the permit required to allow for additional work needed to complete work under this Contract. City permit issuance, building inspection and any other permit fees shall be paid by the City.

Contractor shall schedule and coordinate building inspections through PMT23-05138 and shall notify the PWCP 24-008 public works inspector prior to building inspections.

NPDES PERMIT COMPLIANCE

Per Section I.C.35 of the STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2009-0009-DWQ [As amended by order No. 2010-0014-DWQ and 2012-0006-DWQ], “Discharges occurring in basins that are not tributary to or hydrologically connected to waters of the United States” are considered activities not covered under the NPDES General Permit.

However, although a formal Storm Water Pollution Prevention Plan (SWPPP) will not be required for this project, the Contractor shall employ best management practices (BMPs) for soil stabilization, sediment control, wind erosion control, tracking control, non-storm water management and waste management per the latest Caltrans’ *Storm Water Quality Handbooks, Construction Site Best Management Practices (BMPs) Manual*.

Payment

All costs associated with implementation of NPDES Permit Compliance shall be included with other items of work. No separate payment shall be made.

PEDESTRIAN AND WORKER SAFETY

The Contractor shall comply with Chapter 6D of the MUTCD, latest version, and Public Convenience and Safety requirements set forth in the General Provisions of these Specifications.

Chapter 6D of the MUTCD is supplemented by the following:

Pedestrian Considerations

Advance notification of sidewalk closures shall be provided and maintained by the Contractor.

Payment

All costs associated with providing and maintaining pedestrian and worker safety shall be included with other items of work. No separate payment shall be made.

SOIL SEALANT

Once the project has been completed, the Contractor shall apply a soil sealant for dust control to all disturbed dirt surfaces, as directed by the Engineer. Disturbed dirt surfaces shall include, but not be limited to, staging areas, graded areas, all areas within City right-of-way disturbed by the Contractor's equipment, etc. The sealant shall be Envirotac as distributed by Environmental Products and Applications Co., (760) 777-8035 or an approved equal. The sealant shall be applied per the manufacturer's recommendations. The application rate shall be as follows: mix one part Envirotac concentrate with ten parts water. Spread, as a minimum, 1,210 gallons of mixed solution to one acre of land (110 gallons of concentrate per 1 acre of land). The contractor shall provide the inspector with documentation indicating the amount of concentrate delivered to the project and calculations indicating the material demand for the project.

Payment

Payment for soil sealant shall be included with other items of work. No separate payment shall be made. Areas damaged by the Contractor after soil sealant has been applied shall be repaired/reapplied by the Contractor at no additional cost to the City.

DECLARATION OF STATE OF EMERGENCY

If during the course of the contract for this project, the Director of Emergency Services declares a local State of Emergency in accordance with Title 2, Chapter 2.36 Disaster Council § 236.070 paragraphs B and C of the Municipal Code, the Contractor shall, as directed by the Engineer, supply on a time and materials basis, in accordance with the specifications, labor, materials, tools, and equipment to help in the effort to protect life and property. Such labor, materials, tools, and equipment may be other than proposed to be used on this project and shall be provided by the Contractor. Use of such labor, material, tools, and equipment shall be tracked on a City "Daily Extra Work Report", and shall be submitted by the Contractor to the Engineer.

GRANT FUNDING REQUIREMENTS

This project is funded in part with a State of California's Office of Grants and Local Services (OGALS) grant. The Contractor and any subcontractors shall comply with the requirements included in the Agreement No. C9803058 included in the Part K of these specifications.

All costs associated with grant funding compliance shall be included with other items of work. No separate payment shall be made.

INSURANCE AND BONDS

Contractor Insurance and Bonds shall conform to Part A and B of these Specifications. Contractor shall provide proof of insurance payment upon bid submittal. Payment for Insurance and Bonds shall be included with other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, materials and incidentals for preparing and executing the required Insurance and Bonds as required in these Specifications. Payment will not be considered in the other items of work.

MOBILIZATION/DEMOBILIZATION

Payment for mobilization/demobilization shall be included in other items of work. This includes all costs associated with performing the work as required by the Standard Specifications, the General and Special Provisions, and the Plans, not included in other items of work (50% for startup, and 50% at the completion of the job, based on SOV.) Costs associated with "additional mobilization or demobilization" shall be submitted to the Engineer and approved in writing or, at the request of the Engineer, paid on a Time and Materials basis.

DUST CONTROL COMPLIANCE

It is intended for the Contractor to implement Dust Control measures in accordance with Antelope Valley Air Quality Management District (AVAQMD) Rule 403 and with the Plans and Specifications.

The City's General Plan objectives rely on the Contractor's cooperation with AVAQMD rules and regulations. The Contractor must cooperate with the AVAQMD and other agencies to protect air quality in the Antelope Valley. Compliance with Rule 403 is required for this project per AVAQMD. A Dust Control Plan approved by AVAQMD must be obtained prior to any work commencing.

The Contractor shall complete the Dust Control Plan available on the AVAQMD website <https://avaqmd.ca.gov/> and shall submit for review and approval to Engineer prior to delivery to AVAQMD for permit approval. The Contractor shall pay all fees required by AVAQMD.

Dust shall be controlled as specific in the Dust Control Plan, AVAQMD approved plans, and by watering to the satisfaction of the City Inspector.

All public streets shall be maintained free of dust and mud caused by grading operations.

Prior to site disturbance and throughout construction, the Contractor shall furnish and install construction site and dust control signage.

Permits, Applications and Inspections

All permits, applications and inspections required by the duly authorized governmental agency and AVAQMD shall be paid for and obtained by the Contractor. All inspections by AVAQMD shall be arranged and applied for by the Contractor and all inspection certificates shall be delivered to the Engineer prior to final acceptance of the work. All fees and charges connected with any permits and/or applications shall be included in the original bid price and shall not be the cause for additional charges or claims by the Contractor.

Coordination

The Contractor shall notify AVAQMD at least 21 calendar days prior to start of work. The Contractor shall be responsible for all coordination between AVAQMD and the Contractor to meet the contract schedule and to avoid any conflict. Any delays caused by AVAQMD due to lack of coordination by the Contractor shall be at no additional cost to the City. The City shall not be held liable for any AVAQMD coordination delays.

Payment

Payment for items associated with Dust Control and compliance with Rule 403 shall be included with other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to perform the complete work and to provide dust control as specified or required, and for doing all work involved in dust control as shown on the Plans and as specified in these Specifications. Payment shall also include,

but is not limited to, the preparing Dust Control Plan for review and approval, dust control items including required signage, whether shown on the Plans or not, unless otherwise specified, and fees and inspections.

No separate payment shall be made for coordination of work with AVAQMD and Owners.

EROSION CONTROL COMPLIANCE

It is intended for the Contractor to implement erosion control measures in accordance with CASQA and the Plans and Specifications. The Plans shall include stabilized construction entrance, tire wash, curb inlet sediment barrier, drop inlet sediment barrier, temporary silt fence, gravel bag berm, and miscellaneous erosion control items.

The Contractor shall comply with, update, and maintain Temporary Erosion Control plans and shall submit for review and approval. The Contractor shall allow sufficient time for the planning and preparation of the plans, including review turnaround, coordination, and City's approval of the plans. The City approved and signed Erosion Control plans shall be ready and available for site use and implementation prior to the start of any work.

All public streets shall be maintained free of dust and mud caused by grading operations.

Payment

Payment for items associated with Erosion Control and compliance with CASQA shall be included with other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to perform the complete work and to provide erosion control as specified or required, and for doing all work involved in erosion control as shown on the to be provided Plans and as specified in these Specifications. At any point during construction, if the Temporary Erosion Control does not meet CASQA guidelines, a subsequent Temporary Erosion Control Plan may be required to be submitted by the Contractor at no additional cost to the City.

No separate payment shall be made for coordination of work with Owners.

TRAFFIC CONTROL AND TRAFFIC CONTROL PLAN

The Contractor shall comply with the Traffic Control and Traffic Control Plan requirements set forth in the General Provisions of these Specifications. It is intended for the Contractor to implement temporary traffic control and flagging operations in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Contractor shall make special accommodations for residents with disabilities, as required, during construction.

Payment

All costs associated with providing and maintaining traffic control shall be included with other items of work. No separate payment shall be made.

SURVEYING

Contractor shall employ a State of California Licensed Land Surveyor to perform surveying services to include, but not be limited to, survey control and field staking. The Contractor's Surveyor shall attend the preconstruction meeting, prepare and submit electronic daily reports (not field staking requests) to the City.

Contractor will perform and be responsible for the accuracy of construction surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the contractor at no additional cost to the City. The Contractor shall verify layout information shown on the plans prior beginning with layout of construction features.

The Contractor shall provide to the Engineer copies of all calculations, survey notes, and staking data when requested.

Deviations shall be approved by the Engineer, and Contractor shall record as-built record drawings. Before final acceptance of the work, the Contractor shall provide the Engineer all computations, survey notes, and other survey data used to accomplish the work, which shall become property of the City.

Daily Reports

Field Staking Requests may be submitted in support of Surveying Daily Reports but will not be accepted in place of Surveying Daily Reports. The purpose of the Surveying Daily Report is to document on a daily basis which contract tasks have been performed by the Surveyor. All fields in the Surveying Daily Report must be complete and submitted to the City the day following the day for which the report is produced. Use of the City's Daily Report form is optional provided Surveyor supplied Daily Report form contains the same information.

Survey Control

The Contractor's Surveyor shall:

1. Locate and verify horizontal and vertical control for easements, streets and properties within project boundary as necessary to meet scope of work.
2. Establish additional control necessary to complete surveying services.

Field Staking

The Contractor's Surveyor shall provide field staking for improvements to be constructed. Typical staking types and intervals may include but are not limited to items listed below; however, Surveyor shall perform all necessary staking calculations and provide adequate staking to enable the Contractor to construct the improvements to the accuracy satisfactory to the City Inspector. Surveyor shall prepare detailed Cut-Sheets representing the field staking. Scope of field staking shall include, but not be limited to:

- a. Demolition/Clearing & Grubbing Limits
- b. Right-of-Way, Easement Lines and Limit of Work with 50-foot intervals
- c. Signs, Irrigation Pedestal and Booster Pump Locations, as necessary, with 10' off-sets

Payment

Payment for Surveying shall be included in other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing all surveying services including, but not limited to, survey control, and field staking, complete, for the construction of the proposed improvements.

PAYMENT

Subsection is hereby added as follows:

7-3 Payment for the various items of the bid sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, raw materials, manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown on the drawings, Project Manual, Special Provisions, and all Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Sheets, and all costs therefore shall be included in the prices named in the Bid Sheets for the various appurtenant items of work.

Progress Payment shall be made to contractor as per the approved Schedule of Values percentage completed for all items shown on plans, and identified on Bid Schedule; such as but not limited to: Renovations to existing community center building, ADA accessible walking/jogging pathways with eleven (11) exercise equipment stations, Half-court basketball court, Splash pad area, Skateboard area, New landscaping and vegetation, Plaza area with seating/benches and park furniture with overhead shade sails structures, New concrete with new landscaped edge at patio, New metal canopy in the patio, New mechanical pad, New trash enclosure, and any other Miscellaneous items shown on the Project Plans, and specified on these Contract Documents.

MATERIALS TESTING AND SPECIAL INSPECTION

Contractor shall provide Materials Testing and Special Inspection services from a Qualified Firm in support of construction. Services include but are not limited to project management; contractor material submittals review and approval; sampling, testing and special inspection required to complete all work.

All earthwork shall comply with and be in general conformity with the recommendations of the geotechnical engineering report in the Appendix.

Contractor shall provide qualified firm to perform services in accordance with the City of Lancaster Quality Assurance Plan (QAP) dated October 17, 2019 in the Appendix and in accordance with the plans and Specifications as specified in Part D. *It is the Contractor's responsibility to read and understand all provisions of the QAP and which portions apply to the project, except as specifically excluded or included herein.*

Contractor shall provide Material Testing and Special Inspection required on these contact documents, as well as requested from Deferred Submittals. Material Testing and Inspection may include but not be limited to items listed on Plan Sheet G001 (Overhead/sail shade structures and engineering, splash pad play area & adjoining pumphouse and engineering, site and building signages, exercise equipment, and skateboard park), and additional inspections and testing requested by manufacturer deferred submittals.

The Contractor's Sub-Consultant shall attend the preconstruction meeting, prepare and submit electronic Daily Reports to the City.

Section 4.0 of the QAP does not apply. Testing Frequency shall be per Exhibit "A" of the QAP.

Services included in QAP Sections 2.1 Preliminary Tests, 2.3 Source Inspection and 7.0 Project Certification are not included in the scope of work for this contract.

Services included in QAP Sections 2.5 Independent Assurance Sampling and Testing are not included in the scope of work for this contract except as noted below in Task 2.2.

Sub-Consultant personnel shall be qualified and certified as prescribed in the QAP and the plans and Specifications including deferred submittals. Sub-Consultant shall submit copies of certifications, certificates of compliance, etc. as required per the QAP. The Sub-Consultant shall provide the name of the responsible registered Civil Engineer (per QAP Section 3.4.1) that will review and accept Contractor Material Submittals and certify laboratory personnel under his supervision per QAP Section 3.4.2.

Sub-Consultant will be responsible for Summary Log as described in "Acceptance Sampling of Testing".

Sub-Consultant shall provide to the Engineer copies of all laboratory test reports, summary sheets, certificates of compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site, testing summary sheets, and inspection notes as required by the QAP, plans, Specifications when requested.

Sub-Consultant will also be responsible for maintaining records and shall turn over a complete set of PDF records satisfying Section 6.0 of the QAP for incorporation into the City's Project Engineer file. Sub-Consultant shall assume any and all records submitted previously have NOT been retained by the City.

Daily Reports

Summary Log and Final Reports may be submitted in support of Daily Reports but will not be accepted in place of Daily Reports. The purpose of the Daily Report is to document on a daily basis which contract tasks have been performed by the Sub-Consultant. All fields in the Daily Report must be complete and submitted to the City the day following the day for which the report is produced. Use of the City's Daily Report form is optional provided Sub-Consultant supplied Daily Report form contains the same information.

Payment

Payment for Materials Testing and Special Inspection Services shall be included in other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing all materials testing and special inspection services including, but not limited to, coordination, project management; contractor material submittals; sampling, testing and special inspection, complete, for the construction of the proposed improvements.

SAMARITAN'S PURSE PARK IMPROVEMENTS (FORMERLY EL DORADO PARK) - TENANT IMPROVEMENTS OF EXISTING PARK (RECREATION) BUILDING

All tenant improvements of existing park (recreation) building consist of all improvements detailed on the Site Plan and Renovation Plans. The Contractor shall construct all tenant improvements in accordance with these Specifications, the Plans and Part J Building Special Provisions.

Where materials and/or products have not been specified, Contractor shall match existing or propose equivalent substitution.

For reference, existing building plans and as-builts for the park are included in the Appendix of these Specifications.

Existing areas outside the scope of work shall be protected in place. Contractor shall exercise care to ensure no damage is done and that any join/abutment of proposed improvements to existing shall be neat and finished.

Payment

Payment for tenant improvements of existing park (recreation) building shall be at the lump sum bid price, as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all

labor, materials, tools equipment, and incidentals, for doing all work involved in tenant improvements of existing park (recreation) building as shown on the Plans and required in the Specifications, complete.

MISCELLANEOUS BUILDING EXTERIOR AND OUTSIDE AREA IMPROVEMENTS

All miscellaneous building exterior and outside area improvements consist of all improvements detailed on the Site Plan and Renovation Plans. The Contractor shall construct all improvements in accordance with these Specifications, the Plans and Part J Building Special Provisions.

Where materials and/or products have not been specified, Contractor shall match existing or propose equivalent substitution.

For reference, existing building plans and as-builts for the park are included in the Appendix of these Specifications.

Existing areas outside the scope of work shall be protected in place. Contractor shall exercise care to ensure no damage is done and that any join/abutment of proposed improvements to existing shall be neat and finished.

Payment

Payment for miscellaneous building exterior and outside area shall be included with other items of work. No separate payment shall be made. Such payment shall be considered full compensation for furnishing all labor, materials, tools equipment, and incidentals, for doing all work involved in miscellaneous building exterior and outside area as shown on the Plans and required in the Specifications, complete.

UTILITIES

Utility adjustments, removals, and relocations shall be in accordance with the Plans and applicable Specifications sections herein and shall be the responsibility of the utility Owner except as noted in the Utility Agreements (if any) included in the Appendix. No separate payment shall be made for coordination of work with Owners.

Coordination

The Contractor shall notify utility companies at least 21 calendar days prior to start of work. The Contractor shall be responsible for all coordination between utility companies and the Contractor to meet the contract schedule and to avoid any conflict. Any delays caused by the utility companies due to lack of coordination by the Contractor shall be at no additional cost to the City. The City shall not be held liable for any utility company coordination delays.

Utility installation, adjustments, removals, and relocations shall be in accordance with the Plans and applicable Specifications sections herein and shall be the responsibility of the utility Owner. No separate payment shall be made for coordination of work with Owners.

Adjacent Utilities

Main line utilities and appurtenant facilities within the work zone, and adjacent to the work zone, not included in the scope of work, shall be avoided. Those identified on the Plans as “Avoid Adjacent Utility” are identified for convenience only and may not be all inclusive. It is the responsibility of the Contractor to locate, identify, and be aware of utilities within and adjacent to the work zone.

If, out of an abundance of caution, the Contractor elects to “Protect in Place,” in order to avoid adjacent utility, the Contractor shall furnish and place necessary protection at its expense. No payment shall be made. Contractor shall identify existing site utilities and infrastructure prior commencement of work. Report of working order and location of utilities and infrastructure shall be submitted for review and approval.

Water System Installation, Relocations, and Adjustments

Construction of all water system installations, relocations, and adjustments shall be inspected by, and meet the requirements of, Los Angeles County Department of Public Works, Waterworks District No. 40, Antelope Valley. The Special Provisions are found in Section W of these Specifications.

Payment

Payment for Utility adjustments, removals, and relocations as identified on these Contract Documents and Special Provisions shall be included with other items of work. No separate payment shall be made.

DRY UTILITIES

The Contractor shall be responsible for providing all joint and individual trenching and providing and installing conduit and structures for SCE in accordance with utility company standard requirements. The work involves coordination of work with all utility companies, excavation shading and backfill after each utility is installed, all per approved utility company Plans (once provided). Individual trenches for special requirements of the utility companies may also be required.

There shall be no above-ground obstructions in any portion of the sidewalk (where the width, exclusive of the top of curb, is 6 feet or less). Where power/telephone/cable poles, street light standards, control boxes, etc., occur in a 5 foot sidewalk, the sidewalk shall be modified per City of Lancaster Standard Plan PW-1. If the geometrics or R/W at the site make it physically impossible to do so, Contractor shall notify the Engineer immediately.

The Contractor shall schedule and coordinate its other work such that in the event the utility poles are not removed by the utility company, all other work can be completed. This may include blocking out sidewalk at utility poles, additional move-ins, etc. Once the poles are removed, the other work will be completed.

The Contractor shall take into account that approved utility company plans may not be available until after construction begins. Changes from the bid plans and the approved plans may entitle the Contractor to additional time and compensation.

Permits, Applications and Inspections

All permits, applications and inspections required by the duly authorized governmental agency and servicing utility companies shall be obtained by the Contractor. No fee permits shall be obtained from the City of Lancaster. All inspections by the governmental agency and/or the servicing utility shall be arranged and applied for by the Contractor and he shall deliver all inspection certificates to the Engineer prior to final acceptance of the work. All fees and charges connected with any permits and/or applications shall be included in the original bid price and shall not be the cause for additional charges or claims by the Contractor.

Coordination

The Contractor shall be responsible for all coordination between SCE and the Contractor to meet the determined schedule. Any delays caused by the utility companies due to lack of coordination by the Contractor shall be at no additional cost to the City. The City shall not be held liable for any utility company coordination delays.

Utility Trenches - Backfill and Repair

Utility trenches shall be per the approved utility Plan (once provided). The trench shall be per SCE requirements.

Backfill of utilities trenches within road right-of-way shall be placed in strict conformance with the requirements of the governing agency. See City of Lancaster Street Opening and Pavement Restoration Regulations in Part G.

Utility trench backfill within private property should be governed by the provisions of Standard Specifications relating to minimum compaction standards. In general, service lines extending inside private property may be backfilled with native soils and compacted to a minimum of 90% maximum density.

Backfill operations shall be observed and tested by the soil engineer or his representative to monitor compliance with these recommendations.

Conduit

Conduit, including sweeps, shall comply with the requirements of the Underwriter's Laboratories, and shall be delivered to the site in standard lengths with each length bearing the manufacturer's trademark or stamp and U.L. label of approval.

All conduits installed at this time but left empty for future work shall be provided with a 1/4" diameter poly-propylene pull rope secured in place for future use.

Underground Facilities

All work shall be completed per an approved utility underground Plan (once provided).

Where the conduit crosses under the pavement, the Contractor shall place the conduit by trenching or jacking as applicable per the Plans. All pavement, curb, gutter, and sidewalk to be removed shall be sawcut at the edges.

All pavement, curb, gutter, sidewalk, or other structures damaged during construction shall be repaired per City of Lancaster Standards. City of Lancaster Street Opening and Pavement Restoration Regulations are made a part of these Specifications in Part G.

All pull boxes shall be placed according to top of curb elevations.

SCE Conduit

The Contractor shall provide and install conduit with required sweeps, pull ropes and plugs for SCE conduit work in accordance with SCE requirements.

Manholes and Vaults

Payment for the SCE structures specified on the Plans shall be included in the unit cost per linear foot of conduit as shown in the Bid Schedule. Payment shall include labor, materials, tools, equipment, incidentals, including grade rings, ladders, vents, etc., and appurtenances necessary to provide and install the structures per SCE requirements and the City of Lancaster Standards.

Payment

Payment for construction of all dry utility installation as specified on the Plans shall be included in other items of work. Work shall include all trenching (including any extra depth trenching required to clear other structures and utilities, including lowering the conduit at the existing channels for future storm drains), boring, encasements, excavation, conduit, pull ropes, sweeps, risers, markers, plugs, ground rods, repairs, backfill, testing, and connections to existing conduit, and any other labor, materials, tools, equipment, incidentals, and appurtenances necessary to construct the improvements per these Specifications and the utility company requirements.

TERMITE REMEDIATION

Contractor shall be required to perform Termite Mitigation as indicated on WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT provided by Pest Guard exterminator company, 12/27/2023, Option 11A. If additional adverse conditions are uncovered during repairs, further inspection will be required and a supplemental report shall be provided indicating any infection, or additional repairs. Contractor shall provide proposal for said repairs.

Payment

Payment for TERMITE MITIGATION shall be included in other items of work or in the lump sum bid price as shown on the Bid Schedule. Such payment shall be considered full compensation for furnishing

all labor, materials, tools equipment, and incidentals, for doing all work involved in completion of Termite Mitigation of existing community center building.

ASBESTOS ABATEMENT (SPECIALTY ITEMS)

Asbestos Materials

The Contractor shall properly remove all identified Asbestos Containing Building Materials (ACBMs) as necessary to facilitate the demolition of the structures. The Asbestos Abatement shall comply with all current applicable federal, state and local regulations governing asbestos abatement activities.

The Contractor will be responsible for posting warning signs in accordance with applicable regulations at the project site. It is the responsibility of the Contractor to provide air monitoring for all abatement workers in accordance with OSHA 1926.58.

Removal of all ACBMs should be performed under full containment. However, if the ACBMs are removed in a manner in which the ACBMs are sufficiently moistened before and during removal to prevent the release of airborne fibers, only critical barriers will be required. Steps should be taken to minimize fiber release, including keeping the ACBMs moist and generally using removal methods that minimize generation of dust and debris.

If critical barriers are utilized and if measurable airborne fiber levels during abatement activities exceed 0.1 f/cc, the entire work area must be thoroughly wiped down, cleaned, and decontaminated. Aggressive air sampling will then be employed to assess the level of contamination. The Contractor will be responsible for all cleanup and monitoring costs associated with decontaminating an area. The Contractor will also be responsible for all cleanup and monitoring costs associated with decontaminating an area contaminated by a negligent act of the Contractor.

It is the Owner's intent to have all wastes disposed of as non-hazardous, non-friable wastes. Therefore, all wastes generated must be moistened with an acceptable, penetrating encapsulant prior to containing the wastes into sealable plastic bags (6-mil minimum) marked with the OSHA label prescribed by the OSHA regulations referenced in these specifications. The outside of all containers must be cleaned before leaving the work area. All plastic sheeting, tape, cleaning material, clothing, and all other disposable materials or items used in the work area must also be packed into sealable plastic bags (6-mil minimum). These shall also be marked with the OSHA label referenced above.

Bagged waste must be transferred to the truck or container for transporting the materials offsite in a manner which minimizes tearing or puncturing of bags. All containers of asbestos-containing wastes must be individually labeled according to Department of Transportation Regulations, 49 CFR Part 172, including generator information, e.g. name, location, disposal site. All wastes must be removed from the site on or before the last day of abatement activities by a licensed hazardous waste hauler utilizing an appropriate manifest. The Contractor shall transport the bagged waste to LaPaz County Landfill disposal facility in Parker, Arizona in a covered truck or container lined with six-mil plastic sheeting. The plastic must be torn down at the disposal site and disposed of as an asbestos containing material. Wastes collected

from the project site must be disposed of at the LaPaz County Landfill disposal facility within two weeks after completing the project.

A visual inspection by the Agency will be made prior to scheduling clearance air monitoring. The agency will have clearance air samples collected by another independent firm. Air samples will be collected by the independent firm within 24 hours after completion of all post-abatement cleaning work. The Contractor shall provide the independent consultant 48 hours' notice prior to requiring air sampling. Air sampling shall also be scheduled in four (4) trips by the independent firm. If additional trips are required, the Contractor shall pay the cost. As a condition of final acceptance of the work by the Contractor, test results from all lab analyses must indicate airborne fiber levels below 0.01 f/cc. At that time, the Contractor will be allowed to shut down the negative air machines and begin final cleanup.

The Contractor shall conduct background air sampling in all work areas to determine airborne fiber levels prior to commencement of work and submit documentation of such air sampling to the City inspector prior to starting work.

The Contractor shall submit copies of worker submittals for all personnel designated to enter a containment work area to the City inspector prior to starting work.

The Contractor shall provide air monitoring within containments and in adjacent outside areas as required by the City and all applicable laws. Documentation of such monitoring shall be provided as requested by the City inspector.

The Contractor shall also maintain a daily log noting progress of activities, deficiencies noted and remedial action taken, and referencing documentation of all air sampling tests and air monitoring performed by the Contractor. This log shall be available for review at any time upon request by the City inspector.

Prior to commencing abatement activities, the Contractor must schedule site access with the Agency. A letter of completion from the Contractor must be received by the Agency within five days after final clean-up activities. The letter of completion must state that the identified ACBMs have been removed and disposed of appropriately.

Please note, electricity and water will not be available at the site. Therefore, the Contractor is responsible for providing or arranging sufficient water and electricity, at no cost to the City, in addition to proper conveyance devices, to perform the asbestos removal activities. The Contractor must take all the necessary precautions to minimize the potential for fiber release during removal activities and must also take the necessary precautions to guard against fire (for example: provisions mandated by Los Angeles City Fire Department Rule No. 68).

QUALIFICATIONS AND CERTIFICATION

The Contractor must have past experience in asbestos removal, and hold a current license under 40 CFR Part 763 as specified by the Federal Environmental Protection Agency (EPA), for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by, or composed of ACBMs. In addition, the Contractor must hold the following current licenses and certificates.

- C-21 Contractor license in accordance with Chapter 9, Division 3 of the Business and Professions Code and the rules and regulations of the Contractor State Licensing Board of California.
- Asbestos Certification in accordance with Section 7058.5 of the Business and Profession Code and the rules and regulations of the Contractor State Licensing Board of California.
- Certificate of Registration for Asbestos-related Work in accordance with the California Code of Regulations, Title 8, Article 2.5, for asbestos-related work.
- Registration as a Hazardous Waste Hauler in accordance with Chapter 6.5, Division 20, of the Health and Safety Code and Chapter 30, Division 4, Title 22 of the California Code of Regulations. In lieu of, the Contractor must utilize a licensed hazardous waste hauler to remove the asbestos-containing debris from the site. In addition, the transporter must have a current certificate of insurance on file with the Department of Health Services, Toxic Substances Control Division for automobile injury and liability coverage.

The Contractor will be asked to submit copies of all appropriate licenses and certificates noted above prior to beginning work (at the project pre-construction conference) and at the end of the project.

The Contractor must submit copies of applicable Antelope Valley Air Pollution Control District (AVAPCD) certifications for all air pollution control devices to the Agency prior to commencing work. In addition, the Contractor must provide a certificate of patent to utilize negative air machines for the control of airborne asbestos fibers or a certificate stating that the Contractor will indemnify and hold harmless the Agency from any suit arising from the use of such machines (if applicable).

The Contractor must, at all times during the project, provide an on-site EPA-accredited Contractor/Supervisor.

Asbestos and Lead Abatement Regulations

The Contractor shall comply with the latest requirements of the regulations governing asbestos removal and disposal. These regulations include, but are not limited to:

- Applicable U.S. Environmental Protection Agency Regulations for Asbestos (Code of Federal Regulations Title 40, Part 763)
- Applicable U.S. National Emissions Standards for Hazardous Air Pollutants (Code of Federal Regulations Title 40, Part 763)
- Applicable U.S. Department of Labor, Occupational Safety and Health Administration, Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910.1001, Part 1910.134, and Part 1926.58)
- Department of Transportation Regulations 49 CFR Part 172, 173, 178, & 179
- Applicable California Code of Regulations Title 8 and Title 22
- Antelope Valley Air Pollution Control District Rule
- Any other applicable federal, state, county, or local rules or regulations

The Contractor must provide appropriate safety equipment to prevent slips, trips, and falls by abatement workers. Safety equipment may include lights, caution tape, signs, etc. One copy of the Contractor's Injury and Illness Prevention Program as mandated by the California Labor Code, Section 10.6401.7, must be provided at the site. The Contractor must follow all applicable regulations by federal and state OSHAs to provide a safe work place for abatement workers.

Asbestos and Lead Abatement Notification and Permit

Contractor shall be responsible for notifying all appropriate regulatory agencies in writing at least 10 days prior to commencement of work at the site and securing all necessary permits to complete the asbestos abatement as described herein. The 10 day notification period shall not count against the performance period unless other contract work is ongoing. The cost of securing all necessary permits shall be included in the bid submittal. The notifications must contain all the information required by the various regulatory agencies, including the following:

- Name and address of Contractor.
- Scheduled starting and completion dates for ACBM removal.
- Procedures that will be employed to comply with the regulations.
- The name and address of the waste disposal site where the asbestos waste will be deposited.
- Drawings of the project site, decontamination stations, routes of escape, fire extinguishers, etc.

Appropriate Agencies include, but are not limited to, the following:

- Environmental Protection Agency
- California Department of Industrial Relations (Cal/OSHA)
- South Coast Air Quality Management District

The Contractor shall file completed application with AVAPCD, and wait the required filing period before starting Asbestos removal and supply the Agency with a copy.

In the performance of the work, should the Contractor find asbestos materials not indicated by the report or concealed in the structures or below the ground, the Engineer shall be notified and the work stopped. The contract amount shall be equitably adjusted by Change Order to increase the contract amount and grant an extension of the contract time, if necessary. The contractor shall give the Engineer written notice of the adjusted contract amount. The Contractor must make provisions for providing power and water as needed in the removal of asbestos material at no cost to the City.

Payment

Payment for asbestos abatement (Hazmat Remediation As Needed) shall be included in other items of work. Such payment shall include asbestos abatement by qualified and certified persons according to asbestos abatement regulations and proper notifications and permits. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the asbestos abatement work.

DEMOLITION OF EXISTING STRUCTURES, FOUNDATIONS AND APPURTENANCES

Demolition shall be in accordance with the Plans and Special Provisions of these Specifications.

Demolition Permit Process

The Contractor shall be responsible for obtaining all demolition permits with the City of Lancaster (no fee permits). All old or existing address permit packages for the properties shall be cleared by the Contractor with the project inspector and building and safety technician before start of any demolition.

Payment

Payment for obtaining permits and clearing old and existing permit packages shall be included in other items of work for the demolition work.

Burning or Burial of Debris

Burning and/or burial of debris on the site will not be permitted unless explicitly called out herein.

Use of Explosives

The use of explosives will not be permitted.

Utilities

The Contractor shall make all arrangements, coordination with utility companies and pay all fees connected therewith for the removal of all utility services to the site including, but not limited to removal of meters, disconnection of services, and plugging or capping of service lines, as required by utility companies or ordinance. Removal of utility line services below the ground surface shall be required to the right-of-way line (or to the sewer wyes) and capped. Sewer lateral shall be capped at the right-of-way line. Should utility service be inadvertently damaged or disconnected from a structure not specified for demolition, the Contractor shall, at his expense immediately restore said service in compliance with the latest edition of the City's electric or plumbing codes and utility company requirements.

Payment

Payment for utilities removal shall be included in other items of work for the demolition work.

Payment

Payment for demolition of existing structures, foundations and appurtenances removal shall be included in other items of work. Payment shall include All costs associated with work required in providing demolition and removals. No separate payment shall be made.

DEMOLITION WORK

Demolition of the structures and abandonment of utility and sewer services shall conform to regulations set forth in the Building Code. The Contractor shall pay particular attention to the provisions of Chapter 44 of the Building Code, which establishes requirements for the protection of pedestrians during demolition. These provisions will also be applicable to the protection of vehicular traffic in the adjacent parking lots and adjacent streets of the site. All existing utilities shall be capped off 7 inches below proposed finished grade, except for sewer lateral shall be capped off at the property line. The Contractor shall contact and obtain approval from 'Underground Service Alert' 1-800-422-4133, prior to any digging. The Contractor shall remove and dispose of all structures, equipment, and debris. Removal includes (unless otherwise specifically designated herein): building construction, brick work, block/stone walls and wall footings, footings, foundations, concrete slabs, A.C. pavement, concrete pavement, miscellaneous concrete, pipes, sidewalks, lights, poles, pole bases, trees, bushes, vegetation and any lean-to, appurtenance, or other shelter, whether shown on the plans or not, all down to minimum of 3' below the level of existing exterior grade. Site shall be graded as to prevent ponding of surface water. The thickness of concrete slabs is not known. Concrete slabs shall be removed in their entirety. No extra payment shall be made for removing concrete slabs thicker than expected by the Contractor. Removal of debris shall include the removal of all waste materials caused by the Contractor's operations, including loose or broken concrete or masonry, together with all other debris existing on the site, such as rubbish and disused items, equipment, furnishings, vehicles, or house-type trailers on the premises during time of the Contractor's operations and specified for removal by the Engineer. Debris shall include all cut or uprooted trees under four (4) inches in diameter or other vegetation to be removed as a result of removal of the buildings.

Dumping of debris removed shall be at a licensed and approved dumpsite. The Contractor shall supply dump receipts to the agency once removal of debris commences. Failure to comply with providing the Agency with dump receipts shall result in a penalty of \$1000 per calendar day from the first day debris is removed from the site.

It shall be the Contractor's responsibility to make themselves aware of existing conditions at the subject property. By submitting his bid, the Contractor is certifying that he has investigated the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

Salvage

Once the Contractor is issued the Notice to Proceed for the site, the Contractor shall have all rights of salvage for items to be demolished and removed as part of this contract for the property for which the Notice to Proceed has been issued, with the exception of the following items that shall be carefully removed and delivered to the City Maintenance Facility at 615 West Avenue H.

- Signage

Payment

Payment for Demolition Work shall be included in other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the complete work of Demolition and Proper Disposal. Structures such as garages, carports, brick work, porch steps, porches, footings, foundations, concrete slabs, fences, block walls, miscellaneous concrete, minor structures such as sheds or lean-to are not identified individually in the Bid Schedule. Compensation for removal and disposal of items not identified in the Bid Schedule shall be included with other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the complete work.

PARKING LOT

Remove and repair asphalt pavements as indicated on Plans.

ADA Striping and Signage

Contractor shall install ADA signage and ADA parking stall striping per the Site Plan. ADA Striping and Signage shall include the installation of ADA stall markings.

Parking Stall Striping

Contractor shall install parking stall striping for the remainder of the lot per the Site Plan.

Payment

Payment for parking lot improvements shall be included in other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools equipment, and incidentals, for doing all work involved in parking lot improvements.

PARK

The Contractor shall construct park improvements in accordance with these Specifications, the Plans and Part J Building Special Provisions.

Where materials and/or products have not been specified, Contractor shall match existing or propose equivalent substitution.

For reference, existing building plans and as-builts for the park are included in the Appendix of these Specifications.

Existing areas outside the scope of work shall be protected in place. Contractor shall exercise care to ensure no damage is done and that any join/abutment of proposed improvements to existing shall be neat and finished.

Half-Court Basketball Court

Construct half-court basketball court as indicated on Plans.

Water Fountain

Provide drinking fountain at location indicated on Plans.

Adult Fitness Exercise Equipment

Provide Adult Fitness Exercise Equipment at locations indicated on Plans.

Payment

Payment for park improvements shall be at the unit bid prices as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials, tools equipment, clearing, grubbing, subgrade preparation, foundation installation, aggregate base, removals, and incidentals, for doing all work involved in park improvements, complete.

ASPHALT CONCRETE

Asphalt concrete used for paving shall be Type C2-PG 70-10, in conformance with Subsection 203 of the Standard Specifications. The asphalt cement used shall be PG 70-10 and shall be mixed with the mineral aggregate in conformance with Section 203 of the Standard Specifications.

The asphalt concrete finished surfacing shall conform to Section 302-5 of the Standard Specifications and these Special Provisions.

Distribution and Spreading of asphalt concrete mixtures shall be in strict conformance with Subsection 302.5.5. Particular attention should be given to the temperature requirements and references contained in this section. "Atmospheric temperature" as used in this manual is the temperature at a point approximately five feet above the paving surface in the immediate vicinity of the paving operation. When placing Asphalt Concrete, large aggregate that migrates to the surface during any handwork shall be returned to the paver box or discarded, but in no case shall it be scattered over the surface of the mat. The finish surface shall be uniform in smoothness and texture, and free of ridges, depressions, roller marks, bumps, ruts and any other irregularities that may contribute to a non-uniform appearance in any way.

Subsection 302-5.7 is supplemented as follows: poorly constructed transverse joints and poorly constructed longitudinal joints shall be repaired by removing a 10' wide section of pavement straddling the joint for the length of the bad joint and replacing with new pavement. Removal shall be by cold planing to a minimum depth of 1.5".

Any transverse joints left unfinished at the end of the day shall be protected with a papered transverse joint.

Polymer Modified Trackless Tack (No Track Tack) shall be applied per Section 302-5.4 and at an approximate rate of .06 to .10 gallon per square yard. The final lift of the remove and reconstruct areas shall be placed monolithic with and concurrent with the proposed A.C. overlay cap.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either SS-1h emulsified asphalt or Polymer Modified Trackless Tack (No Track Tack) immediately before the adjoining asphalt concrete is placed.

Payment

Payment for Trackless Tack and/or SS-1h liquid asphalt used for tack coats shall be included in other items of work.

Contractor shall remove pavement striping and markers prior to AC overlay cap. Removal of traffic striping and markers may be performed by grinding or, unless specifically prohibited on the plan, wet sandblasting surface area. No separate payment shall be made for said removal of existing traffic striping and pavement markers.

Any existing conflicting raised pavement markers shall be removed prior to the placement of the proposed A.C. overlay cap. No separate payment shall be made for said removal of existing pavement markers.

The Contractor shall feather out the A.C. pavement to a smooth transition at those locations where an existing A.C. driveway joins the existing pavement, or where otherwise directed by the Engineer. No separate payment shall be made for feathering out the A.C. pavement.

Utility Valve Covers and Miscellaneous Covers

Water valve covers, gas valve covers, survey monument covers, and miscellaneous covers shall not be listed separately in the Bid Schedule. All such valve covers and sleeves shall be adjusted by the Contractor to finished grade during the placement of A.C. pavement, or immediately thereafter. All utility covers and boxes shall be raised to grade after construction of the final resurfacing materials. The length of time between paving and the raising of any given cover shall not exceed seven (7) days. Payment for adjusting these covers shall be included in the payment for asphalt concrete pavement. Contractor shall field verify quantity of Utility Valve Covers, Manholes, and Miscellaneous Covers. The 25 percent of over or under the contract quantities from Section 2-7.1 Changes Initiated by the Agency, does not apply to adjustment of covers. Adjustment of covers shall be incidental to placement of A.C. and there shall be no additional compensation thereof. Payment for adjusting these covers shall be included in the payment for asphalt concrete pavement.

Payment

Payment for asphalt concrete shall be included in other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to construct asphalt concrete pavement in accordance with the Plans and Standard Specifications.

ROOT PRUNING/TREE REMOVAL

Once surrounding hardscape has been removed, all existing trees shall be evaluated by a licensed arborist hired by the Contractor. The arborist shall determine likelihood of survivability for existing trees based on necessary root pruning, and provide recommendations in written report.

The arborist shall be present on-site during all root pruning operations. Trim and remove roots within the work zone to a minimum depth of 6" below finish surface. The Contractor shall trim and remove the roots from the edge of right-of-way, up to within 12 inches of the tree trunk. Roots shall be neatly cut.

No trees shall be removed prior to receipt and approval of arborist's written report by City. Tree removal shall be based on arborist recommendations only.

Removal of existing trees shall consist of complete removal of the trees by cutting off at the base and removing and disposing of resulting material. Trees and stumps shall not be pulled from the ground. Remaining stump shall be removed by grinding to a depth of 12" below finish surface. Resulting grindings shall be removed in their entirety, and remaining cavity shall be backfilled with clean native material or aggregate base. Roots that conflict with the construction of the proposed improvements shall be removed and disposed of.

Payment

Payment for root pruning/tree removal shall be included in other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for root pruning/tree removal in accordance with the Standard Specifications, and arborist recommendations.

IRRIGATION MODIFICATIONS

Where existing irrigation systems encroach into the construction area, the Contractor shall relocate the existing irrigation systems to the back of the proposed improvements. The irrigation systems shall be tested prior to excavation to determine pre-existing functionality. The existing irrigation systems shall be repaired in accordance with Section 212 of the Standard Specifications. The irrigation systems shall be repaired within 48 hours of being disturbed. During irrigation line repair and/or relocation, the Contractor shall temporarily cap lines. The Contractor shall be responsible for obtaining the City's acceptance of repaired and/or relocated irrigation systems. The Contractor shall coordinate the work on irrigation systems with the affected property owner. Existing irrigation systems shall be modified to provide sufficient coverage to isolated portions of lawn and/or parkway without watering the sidewalk and curb. Where an irrigation system does not exist, the Contractor shall provide and install a 2" diameter PVC Schedule 40 sleeve under the proposed hardscape for the property owner's future use. PVC sleeve shall be 12" minimum below the proposed hardscape to the top of the PVC sleeve.

No separate payment shall be made for irrigation modifications. Such payment shall be considered included in construction items requiring the modifications to existing irrigation systems, and shall be included in other items of work.

TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS

General

Whenever the Contractor's operations obliterate the existing traffic stripes, such stripes shall be replaced by reflectorized temporary overlay markers (TOM) applied to the pavement the same day of construction before opening the travel way to public traffic.

Whenever the Contractor's operations damage existing pavement markings, the entire pavement marking shall be restriped as per existing conditions.

Permanent striping shall be cat tracked or dribble lined and approved by Traffic Engineering prior to final installation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than three inches (3") in width and not more than five feet (5') apart on curves or ten feet (10') apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignments and on a true arc through control points on curved alignments.

Paint for cat tracks and dribble lines shall be the same color as the detail (traffic stripe) for which they are placed.

A minimum of 48 hours is required for approval of cat tracking.

Finished striping and marking shall not be applied until fourteen (14) days after construction has been completed and shall be applied within five (5) working days after the initial fourteen (14) days. There shall be a waiting period of 14 days for paint and thermoplastic after asphalt pavement is placed and before traffic stripes and/or markings are installed. During which time the pavement shall be broomed at least 2 times and shall adhere to the requirements set forth in section 314-4.3.2 of the SSPWC. All striping and pavement markings shall be completed within 30 days of asphalt pavement placement.

Stripes (stall lines) and pavement markings shall conform to the provisions in Section 84, of the current Caltrans Standard Specifications, as amended, and these Special Provisions.

All pavement legends and markings shall be thermoplastic.

Paint for Stall Stripes shall be water borne traffic line per Caltrans Standard Specification PTWB-01R2.

Thermoplastic material shall be lead free alkyd based type per Caltrans Standard Specification PTH-02ALKYD. The glass beads shall conform to the requirements of Caltrans Standard Specification 8010-004.

The thermoplastic material shall be applied by extrusion method.

All pavement marking stencils shall be per current Caltrans Standard Plans.

Signs shall conform to provisions in Section 56 & 82, of the current Caltrans Standard Specifications, as amended, the latest State of California MUTCD and these special provisions.

The Contractor shall furnish and install sign panels as shown on the plans.

Regulatory signs shall be post within 24 hours of placing striping or markings.

Sign panels shall conform to the latest State of California MUTCD for material and legend and the following special provisions.

Sign panels shall be reflectorized with 3M High Intensity Prismatic grade reflective sheeting on 0.063" thick aluminum panels for signs up to 36" and 0.080" thick aluminum panels for signs 36" and over.

Posts for post-mounted sign panels shall be pre-punched 12 gauge 2" Telespar Square Tube Sign Supports manufactured by "Unistrut" set in a two piece 12 gauge breakaway anchor, or approved equal. 3/16 rivets, "Unistrut" part no. TL3806, or approved equal, shall be used to connect the sign support to the sleeve and the sign panel to the support. Back bracing supports shall be used for signs 30" and over.

Payment

Payment for Signing, Striping and Markings shall be included in other items of work. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to install the required traffic signs in accordance with the Plans and Specifications.

ADDITIVE ALTERNATES

Additive Alternate items may or may not be awarded. The City reserves the right to award any combination of base bid and additive alternates.

The lowest bid shall be the lowest total of the bid prices on the base contract plus all additive items including Additive Alternate 1 (AA1) through Additive Alternate 2 (AA2) for the purpose of determining the lowest bid.

Additive Alternate 1 (AA1) - North Park

Construct a Walking Pad with Eleven (11) Exercise/Workout Stations North Park & Parking Lot, New Accessible Parking and Concrete Walks/Ramps (including General Conditions, Insurance, Taxes, Bond, Overhead & Profit), as shown on Contract Documents.

Payment

Payment for AA1 shall be at Lump Sum price as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to install the additive alternate in accordance with the Plans and Specifications. Payment Shall Include General Conditions, Insurance, Taxes, Bond, Overhead & Profit.

Additive Alternate 2 (AA2) - Basketball Court Lighting

Basketball Court Lighting (including General Conditions, Insurance, Taxes, Bond, Overhead & Profit), as shown on Contract Documents.

Payment

Payment for AA2 items shall be at Lump Sum price as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to install the additive alternate in accordance with the Plans and Specifications. Payment Shall Include General Conditions, Insurance, Taxes, Bond, Overhead & Profit.

PART E

CONTRACT DOCUMENTS

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into at Lancaster, California, by and between the City of Lancaster, a municipal corporation and charter city (the “Contracting Agency”), and «Contractor» (the “Contractor”).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

The “Contract Documents” consist of the following: (i) this Agreement and the Notice to Contractors; (ii) the Bid Instructions; (iii) the Bid Security Forms for Check or Bond; (iv) the Accepted Bid; (v) the Performance Bond; (vi) the Payment Bond; (vii) the Non-Collusion Declaration; (viii) the Specifications; (ix) the Construction Drawings; (x) any and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of the foregoing documents; and (xi) any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Contracting Agency as set forth in the Contract Documents, the Contractor agrees with the Contracting Agency to do the work and furnish the materials in accordance with the Contract Documents, which work is generally referred to as **Public Works Construction Project No. «XX-XXX» – «Title»**, and to furnish at its own cost and expense all tools, equipment, services, labor and materials necessary therefor, to pay all applicable taxes, and to do everything required herein and by the Contract Documents. Substitution of securities for any monies withheld by the Contracting Agency to ensure performance under this Agreement will be permitted in accordance with Section 22300 of the Public Contract Code.

ARTICLE III

For, and only in the event of, the furnishing of all of the services and materials, the obtaining of all permits and licenses of a temporary nature; the furnishing and removing of all debris and temporary work structures and temporary work installations, tools and equipment, and the doing of all of the work contemplated and embraced in the Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with the work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of the work, except such as in the Contract Documents are expressly stipulated to be borne by the Contracting Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer of the Contracting Agency under them, the Contracting Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Bid.

ARTICLE IV

The Contracting Agency hereby promises and agrees with the said Contractor to employ, and does hereby employ the Contractor, to provide the materials and to do the work according to the terms and conditions contained and referred to in the Contract Documents for the bid prices filled in on the Bid Schedule, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents, and that the obligations and benefits set forth in the Contract Documents and that the obligations and benefits of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given in writing to the Contractor by the Contracting Agency which Notice to Proceed may be given by the Engineer of the Contracting Agency as early as within five (5) days from the date of signing this Agreement by the Contracting Agency and the Contractor shall commence work within five (5) working days after the Notice to Proceed is given.

ARTICLE VI

All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by the Contractor in the performance of this agreement shall be deemed officers, agents and employees and subcontractors of the Contractor and the Contracting Agency shall not be liable or responsible to them for anything whatsoever other than the liability to the Contractor set forth in this Agreement. The Contractor agrees to defend, indemnify, hold harmless, and reimburse the Contracting Agency, its elected officials, officers, employees and volunteers and/or any other injured party for any damage of any nature whether bodily, property, or otherwise caused by itself, its employees, agents, or subcontractors in respect to the operation of this Agreement or the use of any equipment or machinery therefor. The Contractor agrees to defend, indemnify, hold harmless, and reimburse the Contracting Agency, its elected officials, officers, employees and volunteers, for damages occasioned thereto by the negligence of the Contractor, its employees, agents, subcontractors or employees thereof in respect to the operation of this Agreement or the use of any vehicle, equipment or machinery in performing this Agreement, and the Contractor further agrees to hold harmless and defend in all proceedings and courts of law the Contracting Agency, as well as its elected officials, officers, employees and volunteers, in respect to claim or legal proceeding or judgment made, filed or presented against the foregoing by reason of said negligence.

ARTICLE VII

The Contractor shall deposit with the Contracting Agency an insurance policy or a Certificate of Insurance which shall evidence the fact that the Contractor has in full force and effect comprehensive bodily injury and other required insurance in amounts indicated in the Contract Documents and that all persons and/or entities have been named as additional insureds as and to the extent required by the Contract Documents. Such policy shall contain a provision that the same cannot be canceled without at least 30 days written notice to the Contracting Agency.

ARTICLE VIII

This Agreement shall enforce the compliance for payment by the Contracting Agency for any authorized extra work to be paid on a Time and Materials basis shall be based upon the most current State of California General Prevailing Wage Rate. Equipment costs shall be paid based upon the State of California Department of Transportation, Division of Construction Labor Surcharge and Equipment Rental Rates (latest edition).

ARTICLE IX

It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; Contractor is an independent contractor.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be executed the _____ day of _____, 20____.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

BY: _____
TROLIS NIEBLA
City Manager

CONTRACTOR

Attest: _____
ANDREA ALEXANDER
City Clerk

By: _____

TITLE

Approved by Dept. Head:

BY: _____
MARISSA DIAZ
Director – Public Works

and _____

Approved As To Form:

TITLE

ALLISON E. BURNS, ESQ.
City Attorney

LICENSE NO./CLASS/EXP. DATE

CITY OF LANCASTER
COMMENCEMENT, COMPLETION AND TERM

PROJECT NUMBER AND TITLE: _____

CONTRACTOR NAME: _____

CONTRACTOR LICENSE NUMBER: _____

BASE BID AMOUNT: _____

ALTERNATE BID AMOUNT: _____

AWARD AMOUNT: _____

CONTRACT TIME: _____

Time for Commencement and Completion

CONTRACTOR shall commence performance of the work no later than five (5) working days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within _____ calendar days from commencement.

Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR.

Name, Title
Contractor

Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the City of Lancaster, County of Los Angeles, State of California, on «**CouncilMtgDate**», has awarded to «**Contractor**», hereinafter designated as the "Principal," a contract to provide «**Title**», per Public Works Construction Project No. «**XX-XXX**», together with appurtenances thereto; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW THEREFORE, we, «**Contractor**» as Principal, and «**Surety**» as Surety, are held and firmly bound unto the City of Lancaster, California, hereinafter called the Contracting Agency in the penal sum of one hundred percent (100%) of the amount of «**Dollars**» (\$«**Numeric**») lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, if the hereby bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Document or of the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, one (1) original of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety herein named on the _____ day of _____, 20__.

The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

«**Contractor**»

Principal

By: _____

«**Surety**»

Surety

By: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the City of Lancaster, County of Los Angeles, State of California, on «**CouncilMtgDate**» has awarded to «**Contractor**», hereinafter designated as the "Principal," a contract for the construction of «**Title**», per Public Works Construction Project No. «**XX-XXX**», together with appurtenances thereto, and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we, «**Contractor**» as Principal, and «**Surety**» as Surety, are held and firmly bound unto the City of Lancaster, California, hereinafter called the "Contracting Agency" in the penal sum of hundred percent (100%) of bid «**Dollars**» (\$«**Numeric**») lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said principal, his or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, for or about the performance of the work contracted to be done, or for amounts due under applicable State law for any work or labor thereon of any kind, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, equipment, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any persons, company or corporation renting or hiring teams, implements, machinery or power, for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and material therefor, shall have complied with the provisions of applicable State law, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxes as in the above mentioned Statute provided. The bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under applicable State law, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, one (1) original of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety herein named on the _____ day of _____, 20____.

The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

«Contractor» _____
Principal

By: _____

«Surety» _____
Surety

By: _____

PART F
BID DOCUMENTS

PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF LANCASTER, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008
SAMARITAN'S PURSE PARK RENOVATIONS
SW-19-068

together with appurtenances thereto, all as set forth on the Construction Drawings and Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Construction Drawings, Specifications, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the unit prices named in the Bid Schedule forming a part thereof. *A certified check, a cashier's check, properly made payable to the City of Lancaster, a bid bond in favor of the City of Lancaster for

_____ Dollars (_____)

which amount is not less than 10% of the total amount of his proposal which is attached hereto and is given as guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Lancaster. The face amount of a bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract documents which will form a part of the Contract; namely, Notice to Contractors, the Bid Security Forms for Check or Bond, Non-Collusion Declaration, Specifications and Construction Drawings, and all revisions of addenda setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all bid prices inserted in this bid and he further understands that the Contracting Agency will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within 14 days after notice to the Contractor of award of the contract by the Contracting Agency.

*Strike inapplicable phrase.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the Contracting Agency after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefor within the time provided, the bidder will be liable for forfeiture of 10% of the total bid amount to the Contracting Agency, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.
7. The undersigned agrees that the quantities given in the Bid Schedule for which unit prices are bid and in other contract documents are approximate only, being given as a basis for the comparison of bids, and the Contracting Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of each or to omit portions of such work, as may be deemed necessary or expedient by the Contracting Agency.
8. The undersigned understands that although the bid will be submitted electronically via the City of Lancaster's PlanetBids Vendor Portal, the Bid Security, along with the appropriate form (F-5, F-6), depending on the type of Bid Security used for the bid, must be delivered in a sealed envelope to the City Clerk prior to bid closing time and date for this project, according to the City Clerks official bid clock.

NOTE: All amounts and totals given in the Bid Schedule will be subject to verification by the Engineer. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid.

Addenda No(s). Received _____

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Name of Firm

By _____
Signature

Address

Print Name

Address

Title

Telephone Number

By _____
Signature

License Number/Class/Exp. Date

Print Name

DIR No.

Title

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008
SAMARITAN'S PURSE PARK RENOVATIONS
SW-19-068

LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name, location and place of business, license number, and phone number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of 1/2 of 1% of the *Contractor's total bid, or \$10,000, whichever is greater and the portion and percentage of the work which will be done by each subcontractor.

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS		TYPE OF WORK
LICENSE NO. _____ DIR NO. _____	EXPIRATION DATE: / /	PHONE ()

*CONTRACTOR MUST PERFORM 50% OR MORE OF THE WORK

TO BE SUBMITTED BY EACH BIDDER ON A PRINCIPAL CONTRACT

PWCP 24-008

BID SECURITY FORM FOR CHECK

NOTE: The following form shall be used when a check accompanies bid.

Accompanying this proposal is a *certified/cashier's check payable to the order of the City of Lancaster for:

_____ Dollars (_____)

this amount being not less than 10% of the total amount of the bid. The proceeds of this check shall become the property of said Agency provided this proposal shall be accepted by said Agency through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

Bidder

*Strike the inapplicable word.

BID BOND

KNOW ALL MEN BY THESE PRESENTS;

That we, _____ as Principal, and _____
_____, as Surety, are held and firmly bound unto
the City of Lancaster, California in the sum of:

_____ dollars (\$ _____),

to be paid to the City of Lancaster, its successors and assigns, for which payment, well and truly made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bounded _____
_____ for the construction of _____

_____ in strict accordance with the
Specifications and Drawings on file at the office of the City Clerk of Lancaster is accepted by the City of
Lancaster through action of its legally constituted contracting authorities, and if the above bounded

his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for
such construction and shall execute and deliver the required Performance Bond and Payment Bond within
14 days after the date of notification by and from the said City of Lancaster that said contract is ready for
execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force
and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____
20____.

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Lancaster
may be used in lieu of the foregoing approved sample bond form, provided the security stipulations
protecting the City of Lancaster are not in any way reduced by use of the surety company's printed standard
form.

BIDDER'S QUESTIONNAIRE

1. Submitted by: _____ Telephone: _____
Principal Office Address: _____
2. Type of Firm:
Corporate _____ Other _____
Individual _____
Partnership _____
- 3a. If a corporation, answer these questions:
Date of incorporation: _____ State of incorporation: _____
President's name: _____
Vice-President's name: _____
Secretary or Clerk's name: _____
Treasurer's name: _____
- 3b. If a partnership, answer these questions:
Date of organization: _____ State Organized in: _____
Name of all partners holding more than a 10% interest:

Designate which are General or Managing Partners.
4. Name of person holding contractor's license: _____

License number: _____ Class _____ Expiration Date _____
5. Contractor's Representative: _____
Title: _____
Alternate: _____
Title: _____

BIDDER'S QUESTIONNAIRE

6. List the major construction projects your organization has in progress as of this date:

Owner: (A) _____ (B) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

Owner: (C) _____ (D) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

7. List at least three construction projects similar in nature to the project defined in these specifications, which your organization has completed within the last 5 years:

Owner: (A) _____ (B) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

BIDDER'S QUESTIONNAIRE

Owner: (C) _____ (D) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

Owner: (E) _____ (F) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

Owner: (G) _____ (H) _____

Project Location: _____

Type of Project: _____

Contact Person: _____

Telephone: _____

8. Have you or your firm or any principal in your firm been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding within the last 10 years?

If so, when and where? _____

BIDDER'S QUESTIONNAIRE

9. Have you, your firm, or any principal in your firm been sued by any "owner" or Bonding Company insuring said "owner" for default on a contract within the last 10 years? _____

If so, what was the disposition of the lawsuit? _____

If the lawsuit is still pending, what is the case number? _____
and Court of Jurisdiction: _____

10. Have you, your firm, or any principal in your firm been sued by any subcontractor or material supplier for default on a contract within the last 10 years? _____

If the lawsuit is still pending, what is the case number? _____

11. Has any Bonding Company refused to bond you, your firm, or any principal in your firm for a contract within the last 10 years? _____ If so, what were the circumstances? _____

12. Has a Bonding Company been required to pay on a Bond issued to you, your firm, or any principal in your firm for a contract within the last 10 years? _____

If so, what were the circumstances? _____

13. Have you, your firm, or any principal in your firm had to submit to binding arbitration to resolve a dispute arising from a contract within the last 10 years? _____

If so, what were the circumstances?

BIDDER'S QUESTIONNAIRE

14. Within the last 10 years have you, your firm, or any principal in your firm been penalized with liquidated damages for failure to complete the terms of a contract within the specified time? _____

If so, what were the circumstances?

15. Have you, your firm, or any principal in your firm been penalized for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors that worked on your project within the last 10 years? _____

If so, what were the circumstances? _____

16. Provide information regarding your insurance agent(s) who will be providing insurance certificates for this project.

Name of Agent: (A) _____ (B) _____

Name of Firm: _____

Address: _____

Telephone: _____

Type of Insurance: _____

17. Provide information regarding the bonding company that will be providing bonds for this project.

Name of Agent: (A) _____ (B) _____

Name of Firm: _____

Address: _____

Telephone: _____

BIDDER'S QUESTIONNAIRE

18. Provide your banking references:

Name of Bank: (A) _____ (B) _____

Contact Person: _____

Address: _____

Telephone: _____

19. Internal Revenue Service Employer Identification Number: _____

20. These specifications state that the lowest responsible bidder will be notified and may be required to submit a notarized financial statement. If you are preliminarily determined to be the lowest responsible bidder, will you be able to submit said financial statement within the specified time?

☐ Yes ☐ No

If not, why? _____

Signature of Bidder

Company Name

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5 Calendar Years Prior to Current Year

	2020	2021	2022	2023	2024	TOTAL	CURRENT YEAR
1. No. of contracts							
2. Total dollar amount of contracts (in thousands of \$)							
*3. No. of fatalities							
*4. No. of lost workday cases							
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
*6. No. of lost workdays							

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print)

Signature

Address

State Contractor's Lic. No. & Classification

City

Zip Code

Telephone

THE CITY OF LANCASTER

S.B. 198 ILLNESS AND INJURY PREVENTION PROGRAM

CERTIFICATION FOR CONTRACTORS

DATE: _____

TO WHOM IT MAY CONCERN:

PROJECT NUMBER AND TITLE: _____

CONTRACTOR LICENSE NUMBER: _____

CONTRACTOR NAME: _____

ADDRESS: _____

On this date, I, being an authorized agent for the listed Contractor, certify that the listed Contractor has complied with the requirements of S.B. 198 and the standards of Title 8 California Code of Regulations (CCR) General Industry Safety Orders § 3203.

Signed: _____

Title: _____

Witness: _____

CERTIFIED EVIDENCE OF INSURANCE

TO BE SUBMITTED BY EACH BIDDER ON A PRINCIPAL CONTRACT

I, _____, _____ of
Name of Individual Certifying Insert Title, (e.g. sole owner, partner, president)

_____, do hereby certify that we maintain
Contracting Company Name

or have the ability to obtain the Project Insurance Requirements and Project Insurance Limits stated in

Part C, Subsection 5-4, Liability Insurance. I further understand that prior to project award, if as apparent

low bidder I fail to comply strictly with the insurance requirements, I will be found non-responsive and

the City of Lancaster will award to the next lowest responsive, responsible bidder.

Signed: _____

PRINT NAME

Title

BID SCHEDULE

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008

SAMARITAN'S PURSE PARK IMPROVEMENTS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL\$ PRICE
-------------	-------------	------------	------	-----------------	------------------

BASE BID

1	SAMARITAN'S PURSE PARK IMPROVEMENTS (FORMERLY EL DORADO PARK)	1	LS	\$ _____	\$ _____
---	---	---	----	----------	----------

ADDITIVE ALTERNATE 1 (AA1) - NORTH PARK

2	Construct a Walking Pad with Eleven (11) Exercise/Workout Stations North Park & Parking Lot, New Accessible Parking and Concrete Walks/Ramps (including General Conditions, Insurance, Taxes, Bond, Overhead & Profit)	1	LS	\$ _____	\$ _____
---	--	---	----	----------	----------

ADDITIVE ALTERNATE 2 (AA2) - BASKETBALL COURT LIGHTING

3	Basketball Court Lighting (including General Conditions, Insurance, Taxes, Bond, Overhead & Profit)	1	LS	\$ _____	\$ _____
---	---	---	----	----------	----------

TOTAL BASE BID + AA1 + AA2 AMOUNT: \$ _____

TOTAL BASE + AA1 + AA2 BID AMOUNT WRITTEN IN WORDS:

BID SCHEDULE

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008

SAMARITAN'S PURSE PARK IMPROVEMENTS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL\$ PRICE
-------------	-------------	------------	------	----------------	------------------

NOTE: The quantities shown hereon are estimated and are for a comparison of the bids received. Payment will be based on the actual quantities of materials used on the job. The City reserves the right to increase or decrease the amount of the quantities shown.

If there is a discrepancy between the numerical and written Total Bid Amount, the Total Bid Amount written in words shall prevail.

Pursuant to Section 20103.8 of the California Public Contracts Code, the following method, as indicated by a check mark in the box associated with the statement, shall be used to determine the order of bidders, from lowest to highest. Please note that this method is not used to calculate the bids and does not address issues of responsiveness or responsibility:

- ☐ The lowest bid shall be the lowest bid price on the base contract without consideration prices on the additive or deductive items.
- ☒ The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid.
- ☐ The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified of those items, depending upon available funds as identified in the solicitation.
- ☐ The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being removed to the public entity before ranking of all bidders from lowest to highest has been determined.

When no box is marked, the default value of the bid award shall be the lowest bid price on the base contract only, without consideration of the prices on the additive or deductive items.

The City of Lancaster reserved the right to add to or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

BID SCHEDULE

PUBLIC WORKS CONSTRUCTION PROJECT NO. 24-008

SAMARITAN'S PURSE PARK IMPROVEMENTS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL\$ PRICE
-------------	-------------	------------	------	-----------------	------------------

PRIME CONTRACTOR:

I DECLARE UNDER PENALTY OF PERJURY THAT ALL INFORMATION
PROVIDED AND STATEMENTS MADE IN THESE BID DOCUMENTS ARE
TRUE AND ACCURATE.

NAME OF FIRM

SIGNATURE

TITLE

ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

LICENSE NO./CLASS/EXP. DATE

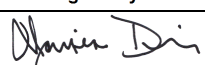
PART G

CITY OF LANCASTER

DEPARTMENT OF DEVELOPMENT SERVICES POLICY & PROCEDURE

TRENCH AND PAVEMENT RESTORATION POLICY

Public Works Department Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: DS – 7
		Date: May 29, 2024
DocuSigned by:  <small>0CCE018E4EB948F...</small>		
Approved:	Department: Public Works	Page 1 of 10

1.0 PREAMBLE

The City of Lancaster (City) maintains ownership and/or jurisdictional authority over all public roadways within the City's legal boundaries. Those roadways and associated appurtenances located within the public right-of-way are tangible assets of the City, and it is the responsibility of the Public Works Department to protect and manage those assets. Construction, maintenance, preservation, and restoration of roadways and associated appurtenances must be regulated in a manner that ensures the integrity of those assets.

2.0 PURPOSE

This policy shall replace the Pavement Restoration Policy approved on July 30, 2001, and it also supersedes Section 8.3 of the City of Lancaster Engineering Design Guidelines, Policies and Procedures Manual. This policy is the basis by which all entities working within City right-of-way should plan the construction and maintenance of utility trenches and/or pavement restorative operations. Compliance with this policy is mandatory and authorization to deviate from the procedures noted herein may only be granted by the City Engineer, the Director of Public Works, or his/her designee in writing. It is the permittee's responsibility to be aware of this policy and any changes thereto prior to being issued an encroachment permit to work within the City's right-of-way.

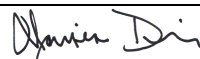
3.0 DIVISIONS/DEPARTMENTS/AGENCIES AFFECTED

- 3.1 Community Development Department
- 3.2 Public Works Utility Services Division
- 3.3 Public Works Maintenance Services Division
- 3.4 Public Works City Engineering Division

4.0 REFERENCES

- 4.1 Highway Permit Ordinance
- 4.2 Standard Specifications for Public Works Construction (Greenbook) Latest Edition
- 4.3 California Manual of Uniform Traffic Control Devices (CA MUTCD) Latest Edition
- 4.4 City of Lancaster Traffic Control Requirements for Work Zones Policy
- 4.5 Engineering Design Guidelines, Policies and Procedures Manual

Public Works Department Policy & Procedure

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5.0 STANDARD PLANS

The previously approved City of Lancaster, Department of Public Works Standard Plans EP-1 (12/16/88), EP-2 (12/16/88), EP-3 (12/16/88), EP-4 (3/24/88), and EP-5 (11/14/96) are hereby rescinded and replaced with the latest version of the following Standard Plans:

- 5.1 EP-1 Construction of Utility Trenches in Existing Streets and Alleys
- 5.2 EP-2 Asphalt Repair (Temporary)
- 5.3 EP-3 Permanent Repair of Existing Streets and Alleys
- 5.4 EP-4 Construction of Utility Trenches Prior to Street Construction
- 5.5 EP-5 Pavement Restoration of Rock-wheel Trenches in Existing Streets & Alleys
- 5.6 EP-6 Microtrenching
- 5.7 PW-9 Manhole Adjustment to Finish Pavement Grade

6.0 POLICY


6.1 Newly Renovated Streets

There shall be a 2-year Moratorium on newly renovated streets. Permission to excavate in newly renovated (capped, overlaid, or sealed) streets will not be granted for two (2) years after completion of street renovation. Utility companies shall determine alternate methods of making necessary repairs to avoid excavating newly renovated streets. Exceptions to the above are as follows:

- a. Emergency which endangers life or property.
- b. Interruption of an essential utility service.
- c. Work that is mandated by the City, State, or Federal legislation.
- d. Service for buildings where no other reasonable means of providing service exists.
- e. Other situations deemed by the City to be in the best interest of the general public.
- f. Boring is not feasible due to technical engineering reasons.

If an exception is granted, street excavation shall be governed by the Trench and Pavement Restoration Regulations for Non-Moratorium City Streets. Special requirements for pavement restoration may be set at the discretion of the City.

Public Works Department Policy & Procedure

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6.2 Non-Moratorium Streets

Pursuant to Section 16.08.050 of Chapter 16.08 of the Highway Permit Ordinance, the Department of Public Works hereby adopts the following regulations pertaining to street excavations:

6.2.1 Permits

Except in an extreme emergency, street opening permits must be taken out in advance of excavation work. An extreme emergency is considered to exist only when life or property is endangered or when an essential utility service is interrupted during weekends, holidays, after 5:00 p.m., or before 8:00 a.m. of a normal working day. Street opening permits may be applied for by the owner or contractor.

For the sake of clarity, the provisions set forth herein shall be applicable for all surface improvements, damaged or removed, as a result of the Contractor's/Permittee's operations within City right-of-way. In some cases, throughout these provisions, the expression "trench" is used for simplicity only. These provisions apply to trenches, individual excavations, bore holes, or as otherwise determined by the City. The City shall be the sole judge as to the application of these provisions.

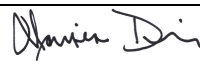
Plans showing the approximate location of the excavation shall be provided prior to permit issuance. "As-built" plans shall be provided when requested by the City.

Permits for street opening shall be as specified in Section 16.06.010 of the Highway Permit Ordinance and valid for sixty (60) days. The estimated date of commencement and completion of work shall be indicated on all permits. Conflicts in the schedules of work under two (2) or more permits shall be resolved by the permittees involved, if unresolved, work under these permits will be executed in order of permit applications received by the City.

No permit to excavate shall be valid unless the applicant has been provided an inquiry identification number by a regional notification center (USA) pursuant to Section 4216, Chapter 1153.

A permit inspection fee will be required to cover the costs of inspection and administration.

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The City Engineering Inspection Hotline, telephone (661) 723-6157, shall be notified forty-eight (48) hours prior to commencement of work, except for City Public Works Construction Projects (PWCPs). Contractors performing PWCPs for the City shall comply with the inspection notification requirements specific to their construction contract documents.

In addition to permit number, the following information must be stated when you call for inspection:

- a. Subdivision projects must include the tract number, location, and type of inspection requested.
- b. All other projects must include the project street address, two major cross streets, contractor name and phone number, the permit number, and type of inspection.

6.2.2 Traffic Control

The Contractor/Permittee shall comply with Part 6 of the Greenbook and shall provide safe and continuous passage for pedestrian, bicycle, and vehicular traffic at all times. The Contractor/Permittee shall provide and maintain all necessary flag personnel, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest edition of the CA MUTCD and the City's latest version of Traffic Control Requirements for Work Zones Policy.

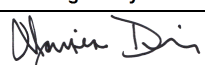
6.2.3 Excavations

All excavations shall be conducted per Sections 300 and/or 306 of the Greenbook.

All excavated material not suitable for backfilling shall be removed from the job site by the end of each work week. Excavated material suitable for backfilling may be stored on the job site for a maximum of five (5) working days, provided it does not occupy anymore street space than the permit allows and provided the material is stored and maintained appropriately and in compliance with Best Management Practices (BMP). The City will not allow the contractor to use any other street adjacent to the project for the storage of equipment and materials.

The contractor shall obtain a separate Hauling and Stockpile Permit prior to hauling/excavating materials from the project work area. If using private property as a stockpile or staging location, the Contractor shall provide the private

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property owner's permission, in writing, to the City, for the Contractor's storage of equipment, materials, and staging on that property prior to permit issuance. Said property shall be left in a neat and clean condition.

A routing plan, dust control agreement, dust control method letter, stockpile plan (that has the spoil piles spread and shaped into a presentable capped mound with a City-approved soil sealant in accordance with the requirements noted in the permit application), and any other current documentation that may be required, shall be submitted to and approved by the City prior to permit issuance.

No trench, individual excavation, bore hole, etc. shall be opened in any street for the purpose of laying pipes or conduits for a length exceeding what the contractor can install, backfill, compact and/or restore the traveled surface of, by the end of that same workday.

In sidewalks and driveways, the excavation shall be to the nearest score line or joint for trenches, individual excavations, bore holes, etc.

Once the work has been completed, the contractor shall apply a soil sealant for dust control to cover all unimproved areas disturbed during construction. The soil sealant product shall be submitted to and approved by the City prior to permit issuance.


6.2.4 Backfill

All backfill shall conform to Sections 301 and/or 306 of the Greenbook.

The City shall require mechanical compaction of open trenches per Section 306-12 of the Greenbook, with the exception that aggregate base shall be placed in lifts not to exceed twelve inches (12"). Jetting will only be allowed in the pipe zone.

In accordance with Standard Plan EP-1, the upper three (3) feet of the trench shall be aggregate base as approved by the City, compacted to ninety-five percent (95%) of its relative density. The remainder of the trench backfill between the upper three (3) feet and pipe bedding zone shall have a minimum sand equivalent (S.E.) of twenty (20) and shall be compacted to ninety percent (90%) of its relative density. Imported fill material shall be used if mixing native soil does not meet the minimum sand equivalent. Copies of test results shall be furnished to the inspector to determine the sand equivalent compliance of the native soil. In lieu of the

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above, the City may allow the contractor to backfill the trench with 1-1/2 sack sand slurry. Within two hundred fifty (250) feet of intersection centerlines of arterial streets, 1-1/2 sack sand slurry shall be used as backfill in the upper portion of the trench above the pipe zone. All slurry shall be vibrated.

When trench walls slough, cave, or become unstable in a way that will compromise the integrity of surrounding pavement or shoulders, they must be removed back to competent material and backfilled. Asphalt pavement undermined or compromised as a result of utility failure or trench wall failure must be removed and replaced up to one (1) foot beyond the limits of the failure as determined by the City.

When tunneling or boring, backfill shall be 1-1/2 sack sand slurry.

6.2.5 Compaction Testing

Compaction and/or soil tests shall be required for the backfill prior to placement of permanent resurfacing. Compaction shall be to ninety-five percent (95%) relative density and tests shall be taken at a maximum of three hundred (300) foot intervals on continuous trenches and at all manholes. Individually constructed sections of trenches or open excavations shall be tested at least once, or more as determined by the City. In trenches less than twenty-five (25) feet, one test shall be taken. Tests shall be taken at depths in three (3) foot intervals, ending at final subgrade.


Test results shall be certified by a soil testing laboratory and provided to the Inspector prior to placement of final resurfacing. The City may approve, at its sole discretion, the permittee to provide their own compaction and/or soil tests. Requests for permittee self-testing shall be submitted to and approved by the City prior to permit issuance.

No compaction tests will be required when 1-1/2 sack sand slurry is used as backfill.

Permanent paving shall be constructed within two weeks of completion of the improvements necessitating the trenching.

6.2.6 Paving

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Paving shall conform to Sections 203 and/or 306 of the Greenbook.

Trench resurfacing shall conform to Standard Plans EP-1, EP-2, EP-3, EP-4, EP-5, EP-6, or PW-9 and Section 306-13 of the Greenbook as applicable. Temporary resurfacing shall be placed and maintained on all trenches at the close of each day.

Cold planing and/or saw cutting of the existing pavement shall be in neat, straight lines to allow for proper placement of the new pavement section. Damaged pavement outside of the original trench or individual excavation cut lines shall be removed by saw cutting in lines perpendicular to or parallel to the original trench lines. No diagonal grinds or cuts will be allowed. Undamaged pavement of three (3) feet or less between the edge of gutter or shoulder and/or between successive patches shall also be removed.

Asphalt concrete pavement shall be constructed flush with the existing street surface. After completion of the utility line construction, the contractor shall grind the pavement at least one foot on each side of the trench or individual excavation limits to a depth of two (2) inches. Temporary paving shall be used to form smooth transitions from any unpaved surfaces or vertical edges.


A twelve-inch (12") T-cut on each side of the trench or individual excavation may be allowed if the condition of the adjacent pavement is not conducive to grinding, as solely determined by the City.

Pavement shall be restored using the "T-Section" shown on Standard Plans EP-1, EP-3, and EP-5. For trenches parallel to the center line of the street or alleys, and greater than three hundred (300) feet in length, a two (2) inch asphalt concrete wearing surface shall be twelve (12) feet wide or extend across the entire lane.

Trenches in concrete pavement shall be paved with concrete pavement. The thickness of the new pavement shall be one (1) inch greater than the thickness of the existing pavement or a minimum thickness of four (4) inches, whichever is greater, and a minimum of four (4) inches in the sidewalk.

Trenches in streets or sidewalks that are constructed of special material or color shall be replaced in kind. A sample of each special material and three (3) samples of each color shall be submitted for approval by the City prior to the start of work. Concrete base in roadway trenches shall be fast curing and placed within two (2) inches of the finish pavement grade. Concrete base shall be vibrated and leveled

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off so that no lumps or uneven surfaces result that will carry through to the new asphalt paving. Concrete shall be Portland cement concrete, class 560-C-3250. Concrete shall be cured for at least four (4) hours before traffic is allowed on it and, if poured after 12:00 pm, the opening shall be covered with steel plates.

Prior to placing permanent asphalt concrete, the existing asphalt concrete shall have a vertical face by saw cutting and/or cold planing so that new asphalt concrete paving can be butt joined. No feathering of new paving to existing paving is allowed. Before placement of new asphalt concrete pavement in trenches, the base surface shall be blown or swept clean and a trackless and/or SS-lh tack coat applied. Asphalt concrete paving of trenches four (4) feet wide or more, shall be done by a paving machine or spreader box in order to eliminate the uneven, wash-board effect that results from hand spreading. The base course shall be Type B PG70-10 asphalt concrete, and the surface course shall be Type C2 PG70-10 or ARHM-GG-D PG64-16, whichever matches the existing section, unless otherwise approved by the City.

Asphalt concrete pavement shall be compacted to obtain a minimum relative compaction of ninety-five percent (95%). The asphalt concrete wearing surface will be smooth enough so that there is no irregularity greater than one eighth inch (1/8") in ten (10) feet in any direction. Regardless of patch size there shall be no deviation greater than one eighth inch (1/8") in any direction. Asphalt concrete pavement greater than three (3) inches in thickness shall be installed and compacted in multiple lifts. Finish surface shall match existing (chip seal, etc.).

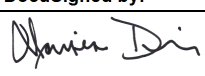
Steel plates used to bridge a street opening shall be ramped to the elevation of the adjacent pavement and secured against movement in any direction. Skid resistant steel plates shall be required with two hundred fifty (250) feet of an intersection.

All steel plates shall be recessed when in place more than seventy-two (72) hours. Temporary ramps shall be three (3) feet wide and shall be constructed of asphalt and have a gradual slope.

Curb ramps, including all flatwork from BCR to ECR, shall be removed and reconstructed to comply with current ADA Standards when any portion of the curb ramp is disturbed during construction. Concrete shall be Portland cement concrete, class 520-C-2500.

Where utility poles are removed, the remaining hole shall be backfilled from the

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bottom to +/- six inches (6") from finished surface with 1-1/2 sack sand slurry. The upper six inches (6") shall be backfilled in kind with adjacent material, unless otherwise directed by the City. When utility poles are removed within a concrete sidewalk the sidewalk shall be removed and replaced to the nearest existing joints.

6.2.7 Miscellaneous

The latest edition of the Greenbook will apply to any regulations not covered in this policy.

Temporary Overlay Markers (TOMs) shall be placed each day to restore pavement markings removed by construction and shall be maintained at all times. Permanent pavement markings shall be restored after two (2) days, but no later than thirty (30) days after the placement of the permanent surfacing. All crosswalks, limit lines, legends, or symbols shall be reinstalled using thermoplastic pavement marking material approved by the City. All other pavement markings shall be paint. If any portion of a crosswalk, limit line, symbol, or legend is removed, the entire pavement marking, or set of markings shall be restored.

Any loops damaged or removed shall be restored to operation within five (5) working days of installation of the pavement restoration.

6.3 Securities

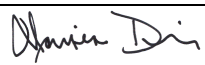
Securities shall be provided prior to permit issuance, and all permits shall state whether an annual bond or a cash deposit was received. Cash deposits shall be calculated based on the most current version of the City's Bond Estimate Form (DPW0080) and shall be held by the City for a period of 90 days after work is complete and the permit has been closed out.

6.4 Violations

Work not complying with the above requirements shall be rejected, removed, and redone to the satisfaction of the City. Any violation thereof, including failure to timely perform, may result in the following:

- a. Revocation of current street opening permit
- b. Revocation of Permittee's other street opening permit(s)
- c. Suspension of new street opening permit issuance to Permittee

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- d. Forfeiture of security
- e. Issuance of Police citation or fine

PART H

LANDSCAPE AND IRRIGATION

IRRIGATION AND LANDSCAPING MATERIALS AND INSTALLATION

See Plans and Specifications for Irrigation and Landscaping Materials and Installation.

Landscape and irrigation improvements consist of all improvements detailed on the Landscape and Irrigation Improvement Plans. The Contractor shall construct all Landscape and Irrigation Improvements in accordance with these Specifications, the Plans and Part H of these specifications.

Contractor Coordination with California Conservation Corp (CCC)

Contractor shall coordinate with the California Conservation Corp (CCC) on all matters related to the installation of plants/plantings as shown on the Plans and in accordance with Part H of these specifications. The CCC will only install all plants/plantings as shown on the plans (not the irrigation, irrigation related items nor any other landscaping items).

The City of Lancaster is required to contract separately with the CCC for the installation of the plants/plantings per the Plans, therefore, Contractor must coordinate with the CCC prior and during construction in order to assure that all plants/plantings are installed. Contractor must purchase, transport and deliver all plants to the project site for the CCC's use.

Contractor must also provide water for the CCC during construction.

Contractor is responsible for all other landscaping items other than installation of plants, including preparing place for plant in the soil, the soil and amendments, the placement of the soil, decomposed granite and rock cover as shown on the plans. Contractor is also responsible for all installation of the irrigation system as shown on the plans.

Contractor is not responsible for the plans during the 90-day Maintenance Period per Part H, but is responsible for the remaining landscape and irrigation items as shown on the plans during the 90-day Maintenance Period.

Note regarding the CCC's responsibility: The CCC will be responsible for properly installing all plantings and watering of them. The CCC must adhere to Part H of the specifications and follow manufacturer's guidelines when installing the plants. The CCC is responsible for their own traffic control and they have their own insurance, therefore, contractor does not need to provide traffic control for the CCC.

Payment

Payment for coordination and communication needs with the CCC shall be included in other items of work. No separate payment will be made to Contractor for the work, coordination and communication needs with the CCC for the installation of the plants/plantings per the Plans and specifications. Contractor must coordinate with the CCC prior and during construction for all landscape and irrigation needs. All costs associated with the coordination between the Contractor and the CCC shall be included other items of work.

A. IRRIGATION – GENERAL

1. Irrigation Schedules

For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules meeting the following requirements shall be submitted with the Certificate of Completion.

- a) Irrigation scheduling shall incorporate the use of evapotranspiration data such as those from the California Irrigation Management Information System (CIMIS) weather stations or other validated weather data or soil moisture monitoring systems to apply the appropriate levels of water for different climates. See CIMIS data for Lancaster area in the City of Lancaster Landscape and Irrigation Design Standards.
- b) Overhead irrigation shall be scheduled between 10:00 p.m. and 10:00 a.m. unless weather conditions are unfavorable. If allowable hours of irrigation differ from the local retail purveyor, the stricter of the two shall apply.
- c) For implementation of the irrigation schedule, particular attention must be paid to the irrigation run times emission device, flow rate, and current ETo, so that applied water meets the EAWU. Total annual applied water shall be less than or equal to MAWA.
- d) Using an appropriate controller, an annual irrigation program with monthly irrigation schedules shall be developed and submitted for each of the following:
 - (1) The plant establishment period;
 - (2) The established landscape; and
 - (3) Temporarily irrigated areas.
- e) Each Irrigation Schedule shall include for each station all that apply:
 - (1) Irrigation interval (days between irrigation);
 - (2) Irrigation run times (hours or minutes per irrigation event to avoid runoff);
 - (3) Number of cycle starts required for each irrigation event to avoid runoff;
 - (4) Amount of applied water scheduled to be applied on a monthly basis;
 - (5) Application rate setting;
 - (6) Root depth setting;
 - (7) Plant type setting;
 - (8) Soil type;
 - (9) Slope factor setting;
 - (10) Shade factor setting; and/or
 - (11) Irrigation uniformity or efficiency setting.

2. Permits and Fees

The Contractor shall obtain and pay for any and all necessary permits and fees as required.

3. Manufacturer's Directions

Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturers of articles used furnished directions covering points not shown in the drawings and specifications.

4. Ordinance and Regulations

All local, municipal, state laws, and rules and regulations governing or relating to any portion of irrigation and landscaping work are hereby incorporated into and made a part of these design standards; and their provisions shall be carried out by the Contractor. Anything contained in these design standards shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these design standards call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these design standards and drawings shall take precedence.

5. Explanation of Drawings

All plant materials shall be from the "City of Lancaster Meandering Sidewalk Standard Planting Schedule". Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of its work and plan its work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.

6. Contractor Responsibilities

- a) It is the responsibility of the Contractor to familiarize himself with all grade differences, location of walls, and utilities. The Contractor shall repair or replace all items damaged by its work. Contractor shall coordinate its work with other contractors for the location and installation of pipe sleeves and laterals under roadways and paving, etc.
- b) Contractor shall be responsible for locating and staking all sewer, utility, and water main lines prior to beginning work. Contractor shall be responsible for any damage or replacement of said utilities. Any digging in areas where public type utility substructures may exist requires an Underground Service Alert (USA). The alert must be obtained at least forty-eight (48) hours prior to digging. USA's telephone number is (800) 422-4133. This will allow such utilities to mark their facilities to minimize interference and disruption of service.

- c) Contractor shall not willfully install the irrigation system when it is obvious in the field that unknown obstructions, grade differences, or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner. In the event this notification is not performed, the Contractor shall assume full responsibility for any revisions necessary.
- d) The intent of the design is to provide adequate water coverage to plant material to insure survival. As part of the scope of work, Contractor shall provide any additional heads, special nozzles, or patterns to achieve proper coverage with a minimum of overspray, at no additional cost to the owner.
- e) After all new sprinkler pipelines and risers are in place and connected, all necessary diversion has been completed, and prior to installation of sprinkler heads, the control valves shall be opened and a full head of water used to flush out the system.

B. IRRIGATION – SUBMITTALS

1. Materials List

The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval by the City.

Equipment or materials installed or furnished without prior approval of the City may be rejected and the Contractor required to remove such materials from the site at its own expense.

Manufacturer's warranties shall not relieve the Contractor of its liability under the guarantee. Such warranties shall only supplement the guarantee.

2. Records and As-Built Drawings

The Contractor shall provide and keep up-to-date complete "As-Built" drawings indicating locations, sizes, and kinds of equipment installed. Prints for this purpose may be obtained from the Architect at cost. This set of drawings shall be kept on the site and shall be used only as a record set.

These drawings shall also serve as work progress sheets and the Contractor shall make neat and legible annotations on a daily basis as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the City.

Before the date of the final inspection, the Contractor shall turn over all information recorded on the "As-Built" prints to the Engineer of Work.

The Contractor shall dimension from two (2) permanent points of reference (building corners, sidewalk, or road intersections, etc.) the location of the following items:

- a) Connection to existing water lines;
- b) Connection to existing electrical power;
- c) Gate valves;
- d) Routing of sprinkler pressure lines (dimension maximum 100' along routing);
- e) Sprinkler control valves;
- f) Routing of control valves;
- g) Quick coupling valves; and
- h) Other related equipment as directed by the City.

C. IRRIGATION – MATERIALS

Use only new materials, specified herein, or approved equals.

1. PVC Pressure Mainline Pipe and Fittings

The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe fittings. All PVC pipe is to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

- a) Rubber gasket type pressure main line piping for sizes 3" and larger shall be Ring-Tite PVC Schedule 40.
- b) Pipe shall be made from NSF approved Type I, Grade I, PVC Compound conforming to ASTM Resin Specifications D1784. All pipe must meet requirements as set forth in Federal Specifications PS-22-70, with an appropriate standard dimension (S.D.R.) (Ring-Tite Pipe).
- c) Ring-Tite PVC fittings shall be fabricated from Schedule 40, 1-2, II-I NSF solvent weld PVC fittings conforming to ASTM Testing Procedure D-2466 and PVC Ring-Tite bell adapted using solvent and solvent welding procedures recommended by the manufacturer.
- d) Fabrication shall be performed at the manufacturer's plant location or at an authorized distributor shop location. Field fabrication of Ring-Tite fittings will not be allowed.
- e) Solvent welded type pressure main line piping for sizes 2" and larger shall be PVC Class 315.
- f) Pipe shall be made from NSF approved Type I, Grade I PVC Compound conforming to ASTM Resin Specifications D1788. All pipe must meet requirements as set forth in Federal Specification PS-22-70, with an appropriate standard dimension (S.D.R.) (Solvent-weld Pipe).
- g) Pressure main line piping for sizes 1½" and smaller shall be PVC Schedule 40 with solvent welded joints.

- h) Pipe shall be made from NSF approved Type I, Grade I PVC Compound conforming to ASTM Resin Specification 1785. All pipe must meet requirements as set forth in Federal Specification PS-21-70 (solvent weld pipe).
- i) PVC solvent weld fittings shall be Schedule 40, NSF approved, conforming to ASTM Test Procedure D2466.
- j) Solvent cement and primer for PVC solvent weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer.
- k) All PVC must bear the following markings:
 - (1) Manufacturer's name;
 - (2) Nominal pipe size;
 - (3) Schedule or class;
 - (4) Pressure rating psi;
 - (5) NSF (National Sanitation Foundation) approval.;
 - (6) Date of extrusion;
 - (7) U.P.C. Shield Logo (IAPMO approval); and
 - (8) All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule, and NSF seal of approval.

2. PVC Non-Pressure Lateral Piping

- a) Non-pressure buried lateral line piping shall be PVC schedule 40 with solvent weld joints.
- b) Pipe shall be made from NSF approved, Type I, Grade II PVC Compound conforming to ASTM Resin Specification DI784. All pipes must meet requirements set forth in Federal Specification PS-22-70 with an appropriate standard dimension ratio.
- c) Except as noted in Paragraph 1 of PVC Pressure Main Line Pipe and Fittings, all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent weld pressure main line pipe and fittings as set forth in said section.

3. Brass Pipe and Fittings

- a) Where indicated on the drawings, use red brass screwed pipe conforming to Federal Specification WW-P-351.
- b) Fittings shall be red brass conforming to Federal Specification WW-P 460.

4. Galvanized Pipe and Fittings

- a) Galvanized pipe and fittings shall not be allowed under any circumstances without prior written approval from the City.

5. Copper Pipe and Fittings

- a) Copper pipe shall be Type "K", hard tempered ASTM B88 and fittings shall be wrought solder joint type in accordance with ASNI-B 16-22.

- b) Joints shall be soldered with silver solder, 45% silver, 15% copper, 16% zinc, 24% cadmium and solidus at 1,125 F and liquidus at 1,145 F, conforming to ASTM B206 and Federal Specification QQB 00655.

6. Thrust Blocks

- a) Concrete thrust blocks for all specified piping shall be the size and type required by the manufacturer's installation guide.
- b) Form thrust blocks in such a manner to prevent any concrete from coming in contact with the pipe. Solid pipe shall be between thrust block and the fitting to prevent direct contact of thrust block and fitting.
- c) Thrust blocks shall be installed on all pressure lines over 1½" in diameter whenever pressure line changes direction. Thrust blocks are required at backflow prevention device.

7. Quick Coupling Valves

- a) Quick coupling valves shall have a two-piece brass body designed for working pressure of 150 psi operable with quick coupler.
- b) Quick coupling valves shall be 1" in size and shall be equipped with a locking vinyl cover.
- c) Quick coupling valves shall be secured using metal spikes.

8. Backflow Prevention Units

- a) Backflow preventers shall be a reduced pressure type and shall be of an appropriate size. All sprinkler irrigation systems shall require backflow prevention. All backflow prevention units shall be as set forth by local codes, the Los Angeles County Health Department, and Water District. The device shall be installed at least twelve inches (12") above grade measuring from the bottom of the device. (Current Los Angeles County Codes and Inspections required).
- b) Wye strainers at backflow prevention units shall have a bronzed screwed body for sizes 2" and smaller and 125 lb. cast iron flange body for sizes 2 " and larger. All wye strainers shall have a minimum 30 mesh screen and shall be similar to Bailey #100B or approved equal. Wye strainer shall not have a hose bib and shall be installed as per standard details. Smaller mesh screens may be required as necessary.
- c) Backflow prevention devices shall have a minimum size equal to the size of the water meter.
- d) The backflow device shall be wrapped/winterized.
- e) The backflow prevention device must be tested and certified by the Los Angeles County Department of Health Services - Cross Connections and Water Pollution Control Program and a copy of the test report submitted to the City.
- f) No concrete shall be within 4" of piping.

9. Gate Valves/Ball Valves

- a) Gate valves 2½" and larger shall be iron body, bronze stem, flanged, full port, resilient seat, or wedge shut-off which can be serviced from the top while the valve is in line.
- b) Gate valves 4" and larger shall have 2" square operating nut, with arrow cast in metal indicating direction of opening.
- c) Gate valves 4" and larger shall have ends compatible with pipe in which they are being installed.
- d) Ball valves 2" and smaller shall be 200 psi SWP bronze ball valve with a stainless steel ball and handle.
- e) Ball valves 2" and smaller shall have threaded ends.
- f) All gate and ball valves shall be installed per standard details.

10. Control Wiring

- a) The electrical system shall be installed in accordance with the National Electrical Code most recently adopted by the City. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires shall be a different color wire for each automatic controller. Pilot wires for single controller installations shall be black, 14 gauge minimum.

Common wires shall be white with a different color stripe for each automatic controller. Common wires shall be installed in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14.

- b) Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.
- c) Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.
- d) An expansion curl should be provided within three (3) feet of each wire connection and at each change in direction. Expansion curls shall be formed by wrapping at least five (5) turns of wire around a one-inch diameter pipe, then withdrawing the pipe.
- e) All splices shall be made with waterproof connectors.
- f) Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the City.
- g) Where additional stations remain on controller, up to two (2) additional wires may be required by the City. These wires shall be pulled to the farthest point in the project and coiled in a pull box for future use.

11. Smart Controller Specification

- a) All irrigation controllers shall meet the Irrigation Association's protocol for Smart Controllers (SWAT protocol report, www.irrigation.org).

- b) The performance standard for the Smart Water Irrigation Technologies (SWAT) protocol product report shall be 100% Adequacy and 0% Excess scores in order for the City to maximize water use efficiency and runoff reduction.
- c) The SWAT reported technology shall include an automated "scheduling engine" that changes irrigation schedules as weather changes without the need for people interactions.
- d) The SWAT reported technology shall have sufficient independent "field" tests and studies that validate the SWAT bench test protocol report.
- e) The SWAT reported technology shall be specifically tested for runoff reduction by an independent agency study that validates success in controlling non point-source water pollutants.
- f) The SWAT reported technology shall utilize real-time localized weather data that establishes daily ET for the varied City microclimates; ET data must match/conform to the State and Federal accepted Penman Montith ET equation data, and may not be based on historical ET, single weather sensors, or individual non-government maintained weather collection devices that will need ongoing maintenance.
- g) Training/Product Service: Approved controllers/manufacturers shall include training (City staff, contracted landscapers) and be able to perform ongoing customer service in order to achieve long-term water conservation and runoff goals.

12. Electric Control Valves

- a) The electric control valve shall be a normally closed, 24-volt, 60 cycle valve.
- b) The valve shall have a slow uniform closure to eliminate water hammer or chatter.
- c) All valves shall have a manual flow adjustment.
- d) Valve shall be pressure rated to 150 psi.

13. Outdoor Automatic Controller Enclosure

- a) The outdoor controller enclosure shall be of appropriate size to adequately house specified controller, be made of weather resistant and collision resistant 12 gauge hot rolled steel, and finished with weather resistant medium green epoxy paint. Lockable hinged doors shall be equipped with full length stainless steel gasket hinges.

14. Control Valve Box (only for in-ground valves)

- a) If in-ground valves are used, an irrigation valve box must be used. The valve box shall be large enough for easy access to the valves.

15. Sprinkler Heads

- a) General
 - 1) All sprinkler heads shall be of the same size, type, and shall deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as shown on the plans.

- 2) Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body. Riser nipples shall be PVC Schedule 80.
- 3) All sprinkler heads of the same type shall be of the same manufacturer.
- 4) All sprinkler heads shall have low precipitation rate.
 - a. Bubbler
 - I. Bubblers to be pressure compensating type, pre-set gallonage.

16. Booster Pump

- a) Pump shall be equipped with tapped holes for pressure gauges on suction and discharge posts of pump.
- b) All fittings shall be brass.
- c) Suction line assembly shall be sized the same as the pump suction inlet.
- d) All pumps shall be equipped with a pump panel within 10 feet of pump location. Pump panel shall be housed in a lockable, weatherproof enclosure with the following components:
 - 1) HOA (Hand, Off, Automatic) switch. "Hand" position shall be spring loaded to return to "Off" position;
 - 2) 24 volt transformer; and
 - 3) Minimum run timer with settings from 0-10 minutes.
- e) Irrigation plan submittals shall include a complete detailed drawing of pump assembly and all electrical installation from electric meter through panel and to pump motor.
- f) All booster pumps and electric panels shall have a slump stone, or approved equal, block wall installed around them for anti-vandalism as well as aesthetic purposes.

17. Swing Joints

- a) Swing joints shall be PVC only with Teflon tape.

D. IRRIGATION-INSTALLATION PROCEDURES

1. Site Conditions

- a) Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities which are caused by its operations or neglect. Check existing utilities drawings for existing utility locations. Call out mark-out crews for each utility.
- b) Coordinate installation of sprinkler irrigation materials, including pipe, so there shall be no interference with utilities or other construction, or difficulty in planting trees, shrubs, and ground covers.
- c) Carefully check all grades to satisfy itself that it may safely proceed before starting work on the sprinkler irrigation system.

2. Water Supply

- a) Sprinkler irrigation system shall be connected to water supply points of connection as indicated on the drawings.
- b) Contractor is responsible for minor changes by actual site conditions.

3. Trenching

- a) Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. .
- b) Provide a minimum of 18" of cover for all pressure supply lines 1½" and smaller.
- c) Provide a minimum cover of 12" for all non-pressure lines.
- d) Provide a minimum cover of 18" (or directly below mainline where possible) for all control wiring.

4. Backfilling

- a) The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones. Backfill shall be compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities.
- b) If settlement occurs, all subsequent adjustments in pipe, valves, sprinkler heads, lawn or plantings, or other construction necessary, the Contractor shall make all required adjustments.

5. Trenching and Backfill Under Paving

- a) Generally, piping under existing walks may be accomplished by jacking or boring; but where any cutting or breaking of sidewalks and/or concrete is necessary, it shall be done and replaced by the Contractor as part of the contract cost.
- b) Provide for a minimum cover of 18" between the top of the sleeve and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete paving. All sleeves under paving shall be Schedule 40 PVC. Sleeves shall be installed under all paving/concrete areas. Provide sleeve a minimum of 2 times the diameter of water pipe for irrigation pipe, 1" sleeve for wires.
- c) All control wire installed where mainline is not called for shall be installed in Schedule 40 PVC conduit.

6. Automatic Controller

- a) Install as per manufacturer's instructions. Remote control valves shall be connected to controller in numerical sequence.
- b) Installer must be certified by the manufacturer to install their ETo Timers.

7. High Voltage Wiring for Automatic Controller

- a) 120 volt power connection to the automatic controller.

- b) All electrical work shall conform to local codes, ordinances, and authorities having jurisdiction.
- c) Timers installed outdoors must be direct wired.

8. Remote Control Valves

- a) Install as per manufacturer's instructions.
- b) Valves to be located in planters.

9. Sprinkler Heads

- a) Sprinklers shall not be installed any closer than two inches from hard surface edges.
- b) The cap height of pop-up sprinklers shall be at finished grade plus height of mulch. There should be no depression around sprinkler heads.
- c) All sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the plans.
- d) The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadway, and buildings.
- e) If it is determined that adjustments in the irrigation equipment are necessary to provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting.

10. Inspection Schedule for Irrigation

- a) Contractor shall be responsible for notifying the City 24 hours (one working day) in advance for all inspections.
- b) No work shall be backfilled until appropriate inspections and tests have been completed and approved by the City.
- c) No irrigation inspection will commence without "As-Built" drawings. In the event the Contractor calls for an inspection without "As-Built" drawings, without completing previously noted corrections, or without preparing the system for inspection, no inspection will be made. Work will be redone at the Contractor's expense.

11. Clean-Up

- a) Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all paving shall be broomed or washed down, and any damage sustained shall be repaired to original conditions.

E. LANDSCAPING MATERIALS

1. Plant Materials

- a) Nomenclature - The scientific and common names of plants specified shall conform with the approved names given in "Sunset New Western Garden Book" published by Lane Publishing Co. (latest Edition).
- b) Labeling - Each group of plant materials delivered to the site shall be clearly labeled as to species, variety, and nursery source.

c) **Quality and Size**

- 1) Plants shall be in accordance with the California State Department of Agriculture's regulation for nursery inspections, rules and grading.
 - 2) All plants shall have a normal habit of growth and shall be sound, healthy, vigorous, and free of insect infestations, plant diseases, sun scalds, fresh abrasions of the bark, or other objectionable disfigurements.
 - 3) Tree trunks shall be sturdy and well "hardened off". All plants shall have normally well developed branch systems and vigorous and fibrous root systems which are not root or pot bound. In the event of disagreement as to condition of root system, the root condition of the plants furnished by the Contractor in containers will be determined by removal of earth from the roots of not less than two plants of each species or variety. Where container grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected. In case the sample plants inspected are found to be defective, all plants will have to be replaced.
 - 4) The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified in the drawings. The minimum acceptable size of all plants, measured before pruning with the branch in normal position, shall conform with the measurements, if any, specified on the drawings in the list of plants to be furnished.
- d) **Rejection or Substitution** - All plants not conforming to the requirements herein specified shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of work and replaced with new plants. The plants shall be of the species, variety, size, and condition specified on the drawings.
- e) **Pruning** - At no time shall the tree or plant materials be pruned, trimmed, or topped prior to delivery. Main leaders shall not be cut or removed.
- f) **Protection** - All plants at all times shall be handled and stored so that they are adequately protected from drying out, wind burn, or any other injury.

2. **Topsoil**

- a) Topsoil shall consist of a natural, fertile, friable, sandy loam soil. The topsoil shall be free from subsoil, refuse, heavy roots, clay lumps, stones larger than 1" in size, noxious weeds, sticks, brush, liner material, and other deleterious substances.

3. **Soil Amendments**

- a) Soil amendments shall be a wood or bark product. The soil amendment shall not contain any bio-waste, noxious weeds, or weed seeds, pathogens, herbicides, or other chemicals that could inhibit plant growth.
- b) Soil amendments shall be nitrified to prevent soil nutrient problems.

4. **Sod Pre-plant Fertilizers**

- a) Approved pre-plant fertilizers: Ammonium Phosphate Sulfate (16-20-0), Triple 16 (16-16-16), Triple 15 (15-15-15).
- b) Apply at the manufacturer's and/or sod provider's recommendation.

5. Tree/Shrub Pre-plant Fertilizers

- a) Two-year time release fertilizer tablets.
- b) Minimum tablet size is 20 grams.
- c) Apply at the following rates: 1 per 1 gallon, 2 per 5 gallon, 5 per 15 gallon.

6. Tree Ties

- a) Tree ties shall be installed per City standard details. The tree shall be fastened to the stakes with a No. 12 BWG galvanized iron wire covered with a new rubber garden hose in a manner which permits tree movement and supports the tree. Two (2) double ties shall be used near the top of the main tree trunk and near the middle of the main tree trunk.

7. Tree Stakes

- a) Ten foot tree stakes shall be 2" diameter schedule 40 galvanized steel. Stakes shall be 10' long for all trees, and shall be driven into soil a minimum of 24" depth and a minimum distance of 12" from the tree trunk.

8. Trunk Guards/Root Barriers

- a) Trunk guards shall be installed at base of all trees planted in turf areas.

9. Mulch

- a) Mulch is of a material as designated on the plans. All planters shall have added mulch and no bare ground. Mulch shall be at least 2 inches deep. The soil mulch shall not contain any bio-waste, noxious weeds or weed seeds, pathogens, herbicides, or other chemicals that could inhibit plant growth. Mulch shall be free of dirt and any other foreign material.

10. Sod

- a) Sod shall be fully mature, well maintained, and a variety of either 100% Tall or Hybrid Fescue mixture, or Hybrid Bermuda. The sod shall be free of all other grasses or weeds, and shall be evenly cut with a conventional sod cutting machine. All material shall be from the same growing ground and delivered fresh to the job site.

F. LANDSCAPE - INSTALLATION PROCEDURES

1. Grading and Soil Preparation

- a) All rough grading, mounding, and irrigation shall be completed prior to soil preparation.
- b) Rototill entire landscape area to a minimum depth of 6 inches to remove compaction.
- c) Rototill in 3 cubic yards of soil amendment per 1,000 square feet of landscape area.
- d) Planting areas shall be free of all weeds (plants not specified in planting areas), stones, stumps, roots or other debris 1" in diameter or larger for a minimum of 6 inch depth.
- e) Soil shall be graded to a smooth and even surface conforming to required finish grade. Finish grade adjacent to walks, paved areas, curbs, manholes, clean outs, valve boxes, and similar features shall be 1" below the surface in turf and 2" below the surface in ground cover/shrub areas. Grades between such features shall be carefully sustained and blended to eliminate abrupt changes.

- f) Soil shall be graded to prevent water from running towards the home or patio and to prevent standing water near the home.
- g) All planting areas shall have a finish grade conforming to approved plans and specifications after full settlement has occurred.

2. Ground Cover

- a) Ground cover plants shall be grown in flats. Flat grown plants (rooted cuttings) shall remain in those flats until transplanting. The soil of the flat shall contain sufficient moisture so that it will not fall apart when lifting the plants.
- b) To avoid drying out, plantings shall be immediately sprinkled after planting until the entire area is soaked to the full depth of each hole. Evenly spread approved mulching material in the area planted with ground cover to a depth of 2".

3. Planting of Trees Shrub and Vines

a) Excavation for Planting

- 1) Excavation for planting shall include the stripping and staking of all acceptable topsoil encountered within the areas to be excavated for trenches, tree holes, plant pits, and planting beds.
- 2) All excavated holes shall have vertical sides with roughened surfaces. The holes shall be, in all cases, large enough to permit handling and roots or root balls.
- 3) Excess soil generated from the planting holes may be distributed on the site and amended as specified in general soil preparation.

b) Planting

- 1) No more plants shall be distributed in the planting area on any day than can be planted and watered on that day.
- 2) Plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken, and they shall be planted and watered as herein specified immediately after removal from the container.
- 3) Acceptable topsoil which was salvaged during the digging of planting holes may be used for backfill.
- 4) After the plant has been placed, backfill shall be added to the hole to cover approximately one-half the height of the root ball. At this stage, water shall be added to the top of the partly filled hole to thoroughly saturate the root ball and adjacent soil.
- 5) Use Best 20-10-5 two-year time release fertilizer tablets, or equal, at the following rates: 1 per 1 gallon, 2 per 5 gallon, 3 per 15 gallon.
- 6) After the water has completely drained, the remainder of the hole shall then be backfilled.
- 7) After backfilling, a temporary earthen basin shall be constructed around each plant. Each basin shall be a depth sufficient to hold at least 6" of water. Basins shall be extended 6 inches from the edge of the root ball of each individual plant.
- 8) Immediately after planting apply water to each tree and shrub.

- 9) Plant basins shall be irrigated at least twice over two days prior to removing the berm and applying mulch.

4. Compliance With The Certificate Of Completion

- a) The project applicant shall:
 - 1) Prior to backfilling, have a licensed landscape architect, certified irrigation auditor, or licensed landscape contractor conduct a preliminary field observation of the irrigation system;
 - 2) Upon project installation, have a licensed landscape architect or licensed landscape contractor conduct a final field observation for the approval of the certificate;
 - 3) Upon project installation, have a certified irrigation auditor conduct a landscape irrigation audit as required under Title 8, Chapter 50 of the Lancaster Municipal Code (Lancaster Water Efficient Landscape Ordinance) and described in these design standards.
 - 4) Submit the signed Certificate of Completion to the City for approval;
 - 5) Receive the Certificate of Occupancy or equivalent from the City; and
 - 6) Submit copies of the approved Certificate of Completion to the local retail water purveyor and the property owner or his/her designee.

G. LANDSCAPE - MAINTENANCE PROCEDURES

PART 1 - GENERAL

1.1 SCOPE OF WORK:

- A. Furnish all labor, material, equipment and services required to maintain the landscape in an attractive condition as specified herein.
- B. Maintenance Period Duration: 90 days
- C. Related Work Specified In Other Sections:
 1. Landscape Planting
 2. Landscape Irrigation

1.2 QUALITY ASSURANCE:

- A. Work Force: Contractor's representative shall be experienced in landscape maintenance and shall have received an education in ornamental horticulture.

1.3 START OF MAINTENANCE PHASE:

- A. The Maintenance Period shall not start until all elements of construction, planting, and irrigation for the entire project are completed to the satisfaction of the Engineer or his Representative.
- B. The Maintenance Period shall not start until all Record Drawings have been completed by the Contractor, per these Specifications, and submitted to the City.

- C. The Contractor shall request an observation to begin the Maintenance Period after all planting and related work have been completed in accordance with the contract documents. If such criterion is met to the satisfaction of the Engineer, a field notification will be issued to the Contractor from the City, to establish the effective beginning date of the Maintenance Period. The City has the ultimate authority in setting the beginning date for the Maintenance Period.
- D. Maintenance period shall start upon receipt of this field notification from City denoting starting date.
- E. Provisions:

- 1. Reduction of Contract Retention

Upon receiving written notification from the City that the contract improvements have been accepted and that the landscape maintenance period can begin, the Contractor may file a written request to have the contract compensation retention reduced from 10% to 5% for the duration of the landscape maintenance period. Any requests for reductions in the retention amount will be considered only if the City is assured that the Contractor is meeting all other contract requirements and that enough funds are secured to meet the requirements of the Public Contract Code.

- 2. Weekly Activity Report

The Contractor shall complete a weekly activity report and submit it to the Engineer for all maintenance activities during the entire landscape maintenance period for the duration listed in Section G, 1.1.B herein. The report shall be prepared on the Contractor's letterhead, addressed to the Engineer, and shall include the following information, as a minimum:

The dates of the week (Sunday to Saturday).

A brief description of activities and the specific dates of those activities.

The names of the individuals performing the activities.

Describe any improvements (irrigation and/or plant material) that required replacement.

A sample Weekly Activity Report is contained in the appendix of these Specifications to assist the Contractor in preparing his bid.

It is imperative that the Contractor prepare and submit the Weekly Activity Reports to the Engineer in a timely manner. Failure by the Contractor to submit all Weekly Activity Reports for a given pay period may result in the City withholding payment for that month's landscape maintenance.

1.4 MAINTENANCE PERIOD:

- A. The Contractor shall continuously maintain all areas involved in this contract during the progress of the work and during the Maintenance Period until final acceptance of the work by the City.

- B. Improper maintenance or possible poor condition of any plantings during or at the end of the scheduled maintenance period may cause postponement of the final completion date of the contract. Project maintenance shall be continued by the Contractor until all work is acceptable to the City.
- C. In order to execute the maintenance work, the Contractor shall furnish sufficient men and adequate equipment to perform the work during the Maintenance Period.
- D. Projects will not be segmented into separate Maintenance Phases unless specific work phases are indicated with the contract documents.
- E. Any period of time the Contractor fails to adequately maintain plantings, replace unsuitable plants, and perform weed control or other work, as determined by the City, that time will not be credited to the plant maintenance period.
- F. The Contractor's maintenance period shall be extended to the City's satisfaction should the provisions within these plans and specifications not be fulfilled to the City's satisfaction.

1.5 GUARANTEE AND REPLACEMENT:

- A. All plant material installed under the contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one year for trees, and ninety (90) days for shrubs and groundcovers. The entire irrigation system shall be guaranteed for materials and workmanship for a period of one year. These guarantees for both planting and irrigation shall begin from the date of final acceptance by City Council.

1.6 FINAL PROJECT SUBMITTALS:

- A. Prior to the date of final observation at the end of the Maintenance period, the Contractor shall deliver to the City the "Landscape and Irrigation Guarantee" as required. All other submittals as incorporated in the Irrigation and Planting Specifications shall also be completed prior to final acceptance.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. All materials used shall conform to either landscape specifications and other sections or shall otherwise be acceptable to the City. All materials shall conform to all codes applicable to herbicides and pesticides. The City shall be given a monthly record of all herbicides, insecticides and disease control chemicals used.

PART 3 - EXECUTION

3.1 MAINTENANCE:

- A. Maintenance shall be performed weekly and conform to the following standards:
 - 1. All areas shall be kept free of debris and all planted areas shall be weeded and cultivated. Edging, replacement of mulch, trimming, fertilization,

spraying and pest control, as may be required, shall be included in the maintenance period.

2. The contractor shall be responsible for maintaining adequate protection of the entire project area. Damaged areas caused by erosion, tire damage, vandalism, graffiti, pests, animals or other damage as deemed by the City shall be repaired at the Contractor's expense.
3. All sidewalks, paved areas and other areas adjacent to the planting areas shall be cleaned of all debris, soil, or other materials at all times. Street gutters shall be included within the debris/siltation removal program.

3.2 IRRIGATION SYSTEMS

A. General

1. Contractor shall properly and completely maintain the irrigation system. A balanced water program shall be maintained to ensure proper growth until final acceptance of the work. Plants which cannot be watered efficiently with the irrigation system shall be watered by means of a hose.
2. The maintenance period for the irrigation system will begin and run concurrent with the plant maintenance.
3. Coordinate watering schedule with City of Lancaster Department of Public Works (661) 723-6227.
4. Once at three months, lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded coverage.
5. Weekly, Contractor shall adjust his watering schedule equal to the application rate each area is capable of receiving based on topography, soil type, plant material, season or weather climatic factors. The Engineer shall be given a key to controller and instructions on how to turn off the system in case of emergency.
6. Monthly, all valve boxes shall be checked for soil invasion and cleaned out.
7. Monthly, all screens in backflow preventer strainers shall be checked and cleaned as necessary.
8. Contractor will be responsible for trimming and making necessary adjustments to riser height as growth rates indicate.
9. All systems shall be personally observed during operation cycle at least once per week to verify effectiveness of sprinkler operation.
10. Hours of scheduled operation will be programmed to minimize disease occurrence of plant material and reduce possible nuisance from sprinkler operation to pedestrians or vehicles. This shall be checked weekly.

B. Maintenance

1. Any repairs necessary to keep the system operating in its intended designated state shall be made by the Contractor in accordance with the original details or as directed by the Engineer.
2. Contract shall furnish his own hoses, nozzles, sprays and controller keys as required.
3. Any damages to system caused by Contractor's operations shall be repaired without charge. Repairs shall be made within one (1) watering period.
4. Heads shall be of the exact type as previously installed. Substitution will be allowed only with prior written approval of the Engineer.
5. Watering Schedule Guidelines
Exact amount of moisture replacement shall be governed by current weather conditions, soil type, plant material type, and other environment and cultural factors.

3.3 TREE AND SHRUB CARE:

- A. Watering: Maintain a large enough water basin around plants in groundcover areas so that enough water can be applied to establish moisture through the major root zone. When hand-watering, use a water wand to break the water force. Use mulches to reduce evaporation and frequency of watering.

B. PRUNING:

1. Trees:
 - a. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached which have vertical spacing of from 18" to 48" and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow v- shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots.
 - b. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped-back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support. Stubbing of major branches will be unacceptable.
 - c. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety problems shall be pruned at any time of the year as required.

2. Shrubs:
 - a. The objectives of shrub pruning are the same as for the trees. Shrubs shall not be clipped into balled or boxed forms unless such is required for the design.
 - b. All pruning cuts shall be made to lateral branches or buds or flush with the trunk. "Stubbing" will not be permitted.
- C. Staking: Remove stakes as soon as they are no longer needed. Stakes are to be inspected to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds. Trees found damaged shall be replaced at Contractor's expense.
- D. Weed Control: On a weekly basis, keep basins and areas between plants free of weeds. Use recommended legally approved pre-emergent herbicides and removal by hand. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination. Avoid post-emergent herbicides in groundcover areas, which may kill rooted cuttings.
- E. Insect Control: Maintain a reasonable control with approved materials.
- F. Disease and Pest Control: The Contractor shall be responsible to control all diseases and pests during the Maintenance Phase. All disease and pest control materials and methods shall be at the direction of a licensed disease and pest control operator. The City shall approve all methods and materials to be used for disease and pest control. Upon approval, the Contractor shall implement the control measures exercising extreme caution in using pesticides and taking all steps necessary to ensure the safety of the public. The Contractor shall control gophers in the planted area by trapping only.
- G. FERTILIZATION:
 1. Fertilize all planting areas with the following materials. Very first application to be within 90 days from completion of planting. Repeat applications shall be every 120 days thereafter. Thoroughly irrigate after fertilizing.
 - a. Early Spring and Fall - 16-20-0 @ 6 lbs. per 1000 S.F. unless otherwise noted in agronomic recommendations.
 - b. All other times of the year – use sulfur coated urea @ 5 lbs. per 1000 S.F.
 - c. Other recommendations as indicated in agronomic soil analysis
 2. Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to drip line.
- H. Replacement of Plants: Replace any dead, dying and missing plants immediately during the Maintenance Period with plants of a size, condition and variety matching the original plants at Contractor's expense. Notes shall be made on the Weekly Activity Reports on the status of dead, dying, and missing plant material.

3.4 GROUNDCOVER:

- A. Weed Control: Control weeds, preferably with pre-emergent herbicides, but also with post-emergent systemic herbicides. Hoe weeds as little as possible since this may result in plant damage.
- B. Watering: Water enough that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth. Attention shall be given to plant material type, water requirements, solar orientation and topographical variances when setting watering times.
- C. Remove trash weekly, or more often as necessary.
- D. Edge groundcover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.
- E. Replace dead and missing plants immediately at Contractor's expense.
- F. At a minimum, turf will be mowed once per week, and trash and debris will be picked up weekly. Contractor is to submit schedule of work, including fertilization schedules prior to beginning maintenance.
- G. At the end of the maintenance period, furnish and apply Best's 16-6-8 Turf Supreme per manufacturer's recommendation.

3.5 IRRIGATION SYSTEM:

- A. Contractor shall check all systems for proper operation. Lateral lines shall be flushed when debris is present in lines.
- B. Set and program automatic controllers for seasonal water requirements. Give City's representative a key to controllers and instructions on how to turn off system in case of emergency.
- C. Repair all damages to irrigation system at Contractor's expense. Repairs shall be made within one watering period.

3.6 FINAL ACCEPTANCE:

- A. Contractor shall be aware that the landscape shall be in a vigorous and thriving condition prior to final acceptance. All plant material which may still be under stress from the Construction Phase shall at this time be rejected and replaced by healthy and vigorous plant material at the direction of the City prior to final acceptance.
- B. All plant material shall have new growth trimmed neatly and in conformance to the specifications prior to final acceptance.

PART I

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
THE CITY OF LANCASTER
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

SUCCESSOR COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF LANCASTER

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF LANCASTER SUCCESSOR COMMUNITY WORKFORCE AGREEMENT

This successor Community Workforce Agreement ("Agreement") is entered into by and between the City of Lancaster and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

ARTICLE I DEFINITIONS

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Lancaster.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, as defined in Section 22002 of the California Public Contract Code, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.11 "Specialty Contracts" means single craft contract.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed \$750,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed \$150,000, and all subcontracts arising from these specialty contracts (but the Parties agree to discuss this threshold on or about the fourth anniversary of the effective date of this Successor Agreement);

(c) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

(d) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a “Proprietary Interest” in a project. For the purposes of this Article, Proprietary Interest means: Where the City provides a cash payment, tax credit, loan or where the City transfers an asset of value for less than fair market price for the project site or project to be developed that exceeds one-million dollars.

(e) Project Work shall also include renewable energy projects that (A) exceed the thresholds in Section 2.2 (a) and 2.2 (b), including, but not limited to, electric vehicle infrastructure, solar photovoltaics, battery energy storage, microgrids and hydrogen electrolysis, and (B) (i) are funded in whole or in part by the City, (ii) are constructed on property owned by the City, or (iii) the City receives state/federal grant funding for the project in whole or in part.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of

materials or goods between locations on a Project site are within the scope of this Agreement, and further included are the hauling/delivery of soil, sand, gravel, aggregate rocks, concrete, asphalt, excavation materials, fill material and construction debris which shall be covered by this Agreement;

(d) All employees of the City, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (collectively "Inspectors") are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the MLA for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of manufacturer or vendor necessary to maintain the manufacturer or vendor's warranties or guaranty. The warranty and guaranty provision requiring the work to be performed solely by the manufacturer or vendor's employees will be provided to the Council not less than seven (7) calendar days prior to commencement of such work. When the warranty does not require installation by the manufacturer's or vendor's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This does not apply to construction equipment used for construction of the Project.

(h) Non-construction support services contracted by the City or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) Labor or other work performed by anyone in connection with (i) any Project Work funded in whole or in part with funds awarded by the California Department of Housing and Community Development under Community Development Block Grant funds awarded by the United State Department of Housing and Urban Development; and (ii) any other Project of

the City for the construction, rehabilitation and/or preservation of buildings and structures for affordable housing for extremely low, very low, low- moderate income persons or families within the meaning of Health & Safety Code Section 33334.2(a). But this exception will become null and void and the work will become included under this Agreement if the City is successful in achieving a vehicle miles travel exemption.

(k) Any work that would ordinarily be subject to this Agreement, but has been deemed immediately required as a result of a local emergency, in accordance with the emergency contracting procedures set forth in Section 22050 of the Public Contract Code.

(l) Tree trimming, park/landscape maintenance contracts;

(m) Electrical/sound/lighting/projection rigging and operation for events/shows at the Lancaster Performing Arts Center (LPAC) or Special Events;

(n) Temporary stage construction and temporary tent installation;

(o) Routine maintenance of athletic facilities completed by City employees; and

(p) Routine maintenance of aquatic mechanical systems by City employees.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the City Project Manager and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase

materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

(b) Should the City receive funding or assistance from any federal, state, local, or other public agency that prohibits the use of geographic-based hiring preferences, then such geographic-based hiring preferences, as set forth in Sections 3.5, 3.6, 3.8 and 12.1 in this Agreement, shall not apply to the work funded by such federal source.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local,

area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement. The Unions shall in good faith only refer employees who possess the specific skills, licenses, certifications and qualifications requested by the Contractor to competently and safely perform the specific labor or other work requested by the Contractor and who are in fact able and available to perform the labor or other work on the specific day(s) and time(s) required by the Contractor.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, gender identity, gender expression, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, third, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5(a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from qualified workers described in (a) above. In addition, a goal of 10% of the total work hours shall be from transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes.

(c) The Unions shall coordinate with community-based job placement organizations to ensure transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are referred to the Unions from such organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify transitional workers:

- having a gross household income below 50% of the Los Angeles County median;
- being homeless;
- a welfare recipient;
- having a history of involvement with the justice system;
- being unemployed for the previous three (3) months; or
- a custodial single parent.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of at least one of the above criteria for those applicants referred to the Unions.

(d) Contractors and Unions will administer this local residency and disadvantaged worker preference, and shall maintain adequate records to demonstrate that local residency and disadvantaged worker preferences have been pursued. The City has the authority to review such records to ensure compliance. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth herein.

Section 3.6 To facilitate the dispatch of local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. The Unions shall in good faith only refer employees who possess the specific skills, licenses, certifications, and qualifications required by the Contractor to competently and safely perform the specific labor or other work requested by the Contractor and who are in fact able and available to perform the labor or other work on the specific day(s) and time(s) requested by the Contractor. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who worked at total of at least two thousand (2,000) hours in the specific construction craft in which they are working, during the prior four (4) years.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being

hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable MLAs as to those Employers otherwise signatory to such MLAs and as to those Employers otherwise signatory to such MLAs and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of

the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members,

agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b)

above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the City’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by email, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such

enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's or vendors personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such

devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business

representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) David Weinberg; (3) Fredric Horowitz; (4) Sara Adler; (5) Andrea Dooley; (6) David Weinberg; and (7) Chris Cameron. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee

discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12 APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyperson as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeable occupation. Should a question arise as to a journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyperson to the Council.

ARTICLE 13 **PRE-JOB CONFERENCES**

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) no later than ten (10) days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the City Project Manager within seven (7) calendar days thereafter. Should there be any formal jurisdictional dispute raised under Article 7, the City Project Manager shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15

SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after July 1, 2025, and shall remain in effect until June 30, 2029, with an automatic two year renewal, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

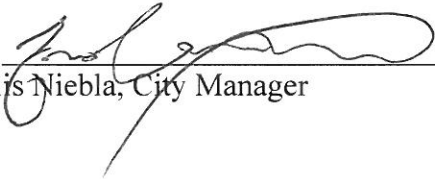
(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF LANCASTER

By:


Trolis Niebla, City Manager

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

Ernesto Medrano, Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunitite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Southern California District Council of Laborers	_____
LiUNA (Local 300)	_____
LiUNA (Local 1184)	_____
LiUNA (Plaster Tenders Local 1414)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 761)	_____
Pipe Trades (Road Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 986)	_____
Western States Regional Council of Carpenters	_____

**ATTACHMENT A
LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement
prior to commencing work.

[Contractor's Letterhead]

City of Lancaster

44933 N. Fern Avenue

Lancaster, CA 93534

Attn: _____

Re: Community Workforce Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Lancaster Community Workforce Agreement effective July 1, 2025, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

LANCASTER RESIDENTS

93534
93535
93536
93539
93551
93584
93586

(TIER 2)

ANTELOPE VALEY RESIDENTS

91390
93501
93510
93523
93532
93543
93550
93552
93553
93554
93560
93590
93591
93599

(TIER 3)

THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF LANCASTER CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Lancaster Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, third, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents." In addition, a goal of 10% of all of the labor and craft positions shall be from qualified transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes. The following criteria will be used to identify transitional workers: having a gross household income below 50% of the Los Angeles County median; being homeless; a welfare recipient; having a history of involvement with the justice system; being unemployed for the previous three (3) months; or a custodial single parent.

TO THE UNION: Please complete the "Union Use Only" section on the next page and send this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# () _____ Date: _____

From: Company: _____ Issued By: _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journey person or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the CWA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:

- a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

- 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

- e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
- 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
- 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.
- 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
- 10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
- 11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
- 12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
- 13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
- 14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylendioxyamphetamine (MDMA)

⁵ Methylendioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

PART K
GRANT DOCUMENTS

PART K-1
GRANT ADMINISTRATION GUIDE
COMPETITIVE GRANT PROGRAMS

**Grant Administration Guide
for the**

**California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018**

COMPETITIVE GRANT PROGRAMS

September 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

“Creating Community through People, Parks, and Programs”

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.

Background

This guide provides grant administration procedures and requirements for competitive projects funded by Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018. OGALS retains the right to waive requirements not mandated by statute.

Grant Process

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. OGALS sends a contract to the applicant:
 - a. The CONTRACT section, beginning on page 28, includes a sample contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 18, provides payment request instructions and forms.
 - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
 - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 35, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Projects Involving Acquisition

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., are considered pre-construction costs, which are limited to 25% of the GRANT.
3. The GRANTEE must record a deed restriction on the property after the acquisition is complete.
4. GRANTEE must provide title insurance.

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months.
2. A separate letter from an independent third party, AG-rated appraiser, certified by the California Office of Real Estate Appraisers, stating the appraisal was reviewed, and was completed using acceptable methods.

For easement acquisitions, in addition to the requirements above, provide:

3. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

4. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 35)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the GRANT

- Costs incurred outside the GRANT performance period
- Cost for land acquired through eminent domain or condemnation
- Acquisitions where purchase price is greater than appraised value
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of GRANT; incurred prior to groundbreaking as determined by the grantee

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Financing
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the grant; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management, including site inspections and PROJECT administration
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the GRANT
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction costs incurred outside of the park boundaries
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee’s time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE’S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers’ compensation.
- Overtime costs may be allowed under the GRANTEE’S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:

PROJECT Name:

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
SPP/State of California	July 1, 2019	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Special Requirements

- Greenhouse Gas Emissions Reduction and Carbon Sequestration
- Status Reports (page 9)
- Bond Act Sign (page 11)
- Deed Restriction (page 12)
- For non-profit GRANTEES: Three bid process (page 16) and Fidelity Bond (page 17)

Greenhouse Gas Emissions Reduction and Carbon Sequestration.¹

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters²:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu
 - Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.

¹ PRC §80001(b)(7)

² Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](https://resources.ca.gov/grants/Grant-Program-Resources) at <https://resources.ca.gov/grants/Grant-Program-Resources>, click on the logo artwork section. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow and pre-acquisition costs. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*

2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*

Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

- Unsigned and undated Deed Restriction
- Exhibit A (Legal Description of Property)
- Exhibit B (Grant CONTRACT)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Competitive Grant Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print/type name and title of above

Business Name (if property is owned by a business):

Additional signature, if required Date

Print/type name and title of above

Three-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded project for services greater than \$10,000 and for construction work greater than \$25,000.
 - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
 - Bid description must include all required project elements based on the original competitive application - Project Selection Criteria proposal, Grant Scope/Cost Estimate Form, and concept level site plan.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the project work to be performed based on “Best value” (determined by price, quality of materials, equipment, and workmanship), and the required project elements based on the original competitive application.
 - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.
4. The nonprofit GRANTEE’s Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet project requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE’s Board of Directors. The nonprofit GRANTEE’s Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement

To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the grant project and explain why a waiver is required.

- The waiver request may include “sole source” factors where only one contractor has the expertise to deliver the work.
- The waiver request may also include “public good” or other required factors that may be based on the Project Selection Criteria proposal in the competitive APPLICATION. For example, the Project Selection Criteria proposal may require the hiring of conservation corps.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the [OGALS web site](http://www.parks.ca.gov/grants) at www.parks.ca.gov/grants.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount, unless for acquisition costs.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.
4. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 19).

These items are required *prior* to requesting any payment, if applicable:

1. A deed restriction, except for an ADVANCE into escrow.
2. If not already submitted, complete CEQA for construction reimbursement.
3. A sample timesheet *prior* to incurring any IN-HOUSE EMPLOYEE SERVICES costs.
4. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with every payment request, when applicable:

1. A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.
3. Construction progress photos, including a photo with the construction sign visible on the PROJECT site (page 11), with all construction payment requests.

Rural Recreation Tourism Match

(For this grant program ONLY)

Unless the PROJECT has been identified as serving a disadvantaged community, the GRANTEE must include a 20% match (PRC §80090(b)).

Costs incurred to provide match must be eligible costs.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Ineligible match source

- State funds

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the [payment request form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants.
- Grantees are encouraged to submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
 2. Contract Number – As shown in Certification of Funding section of the contract
 3. APPLICANT – GRANTEE name as shown on the contract
 4. PROJECT Title – Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round down to the nearest dollar
 7. Send Warrant To – agency name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT			
<input type="checkbox"/> Advance		<input type="checkbox"/> Reimbursement	
<input type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION			
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre- Construction Amount(5)	Construction Amount(6)
TOTALS					AMOUNT
PRE-CONSTRUCTION Subtotal (5)					\$
Construction Subtotal (6)					\$
Grand Total (5) + (6)					\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 23)
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 21)
2. Grant Expenditure Form (page 22)
3. Final Funding Sources Form (page 6)
4. Project Completion Certification Form (page 24)
5. Greenhouse Gas Emissions Reduction and Carbon Sequestration (if applicable) (page 8)
6. Notice of Completion (optional)³
7. Photo of the bond act sign and location (page 11)
8. Recorded Deed Restriction if not already provided (page 12)
9. Completed CEQA if not already provided (page 7)
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 36)

For PROJECTS involving acquisition, the GRANTEE must submit these additional documents, if not already provided:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage, preferably an assessor's parcel map
3. Copy of title insurance policy

³ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs expected to be incurred in the next six months.
- ADVANCE payments may be placed in an interest bearing account. Earned interest must be spent on the project, and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 80% of the GRANT.

There are two types of DEVELOPMENT ADVANCE payments: PRE-CONSTRUCTION and CONSTRUCTION:

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on PROJECT SCOPE/cost estimate form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see page 26)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 80% of the GRANT.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see page 26)• Bid documents (see page 16, number 7), copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page Error! Bookmark not defined.)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin twelve weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 80% ADVANCE limit.
- A statement indicating the GRANTEE will or will not put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 22) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 11) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount.	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Preliminary title report 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 3).
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Copy of the preliminary title report.
3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 21).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earlier*. A grantee may also submit a Grant Expenditure Form (see page 22) documenting expenditures of eligible costs.

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “COMPETITIVE GRANT PROGRAM GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

CI. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page **Error! Bookmark not defined.**, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history

- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

AUTHORIZED REPRESENTATIVE – the GRANTEE’s designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’s proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES –GRANTEE’s employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (page 6).

PROJECT COMPLETION – when the SCOPE is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 23 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

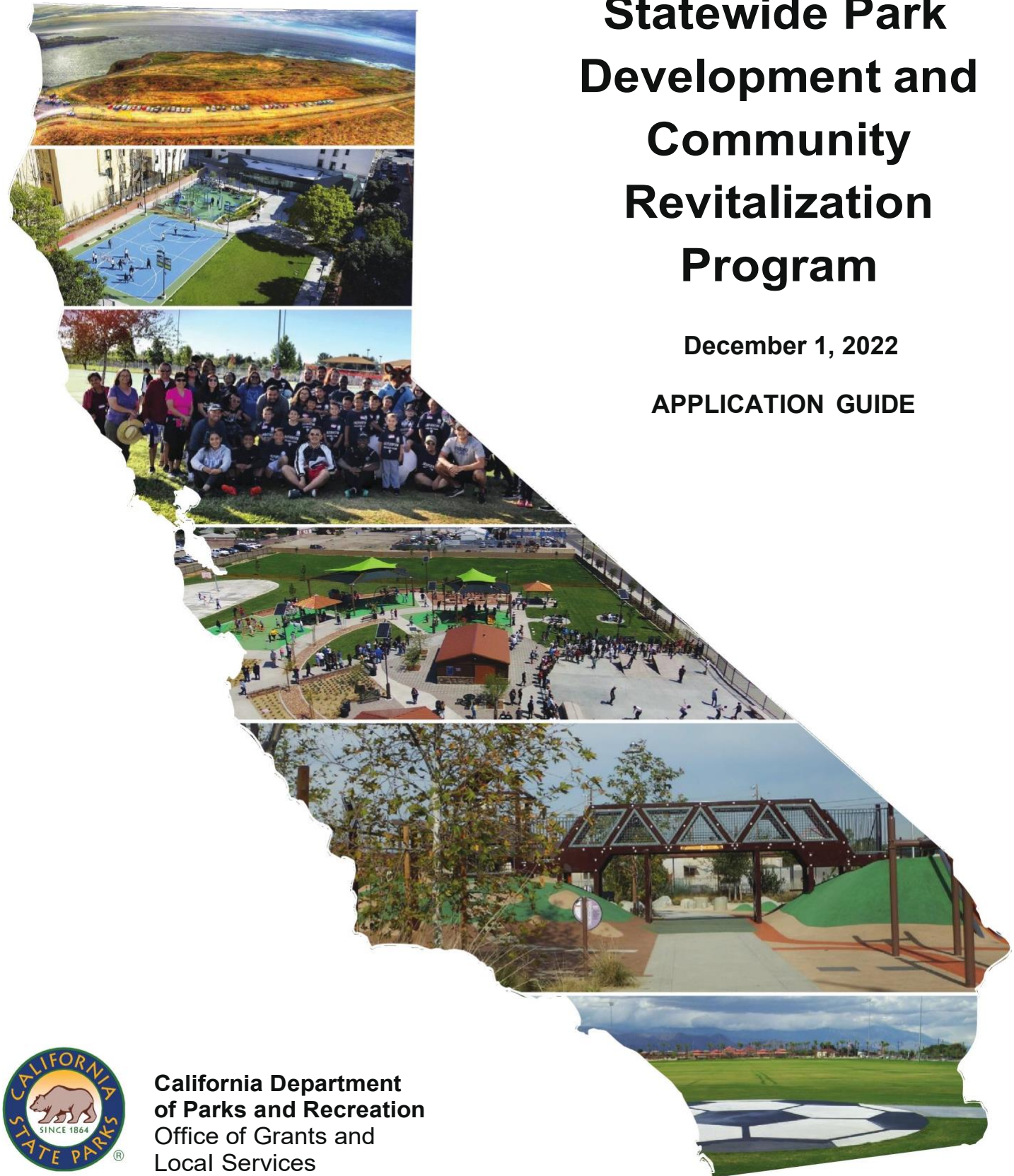
SCOPE – the recreation features and major support amenities, as described in the competitive application that must be completed prior to final GRANT payment.

PART K-2
STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM

Statewide Park Development and Community Revitalization Program

December 1, 2022

APPLICATION GUIDE



**California Department
of Parks and Recreation**
Office of Grants and
Local Services

State of California Department of Parks and Recreation

Office of Grants and Local Services

DEPARTMENT MISSION

The mission of the California Department of Parks and Recreation (DPR) is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

COMMUNITY ENGAGEMENT DIVISION MISSION

Encouraging healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION

To address California's diverse recreational, cultural, and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships, and providing leadership through quality customer service.

OGALS VISION GOALS

- Proactive in meeting California's park and recreation needs through innovative grant programs and a commitment to quality customer service.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- Responsive to the needs of applicants, grantees, non-profit organizations, local governments, tribes, and legislative members, as partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

Cover images of parks created by this program:

Top to bottom, Noyo Headlands Park in Fort Bragg, Boedekker Park in San Francisco (photo by Jeremy Beeton, courtesy of The Trust for Public Land). Inspiration Park in Fresno, Bryce E. Haynes Park in San Bernardino, Serenity Park in Watts, and Rancho Las Flores Park in Coachella.

Welcome to the Statewide Park Development and Community Revitalization Program (SPP)

FOREWORD

Since 1965, statewide grants administered by OGALS created and improved over 7,580 parks. We look forward to continuing this legacy with grantees to improve the quality of life for communities throughout California.

Parks are unique places where children can play, families and friends bond, people exercise, older adults socialize, youth are mentored, cultures are celebrated, and everyone connects with nature. For these reasons and more, vibrant parks funded by this program will create humane and healthier communities. Building successful parks in underserved communities is “a work of art.” SPP embraces meaningful engagement with local residents where park designs represent each community’s unique recreation needs and creativity.

SPP is the largest park related grant program in California’s history and possibly U.S. history, with over \$1.16 billion in funding between the 2018 Proposition 68 and 2006 Proposition 84 Bond Acts and State General Funds. To record the legacy of this program, “before and after” site photos will be featured at parksforcalifornia.org. Thank you for your interest.

APPLICATION GUIDE

Use these guidelines to plan the PROJECT. The online APPLICATION and program updates are at parks.ca.gov/spp. **Words and terms in SMALL CAPS are defined in the back.**

CONTACT INFORMATION

Contact the [Competitive Review Project Officer](#) assigned to the county where the PROJECT is located.

To access the list by county, go to parks.ca.gov/grants and click on “Contact Us.” The SPP Team is committed to give technical assistance, taking pride in being approachable and informative.

PROGRAM WEBSITES: parks.ca.gov/spp | parksforcalifornia.org/communities

Revitalizing Communities Statewide

Serenity Park Watts



Rancho Las Flores Coachella



Noyo Headlands Fort Bragg



Inspiration Park Fresno



Bryce E. Haynes Park San Bernardino



Boedekker Park San Francisco



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Words and terms in SMALL CAPS are defined in the back of this guide.

I. Program Overview

INTENT

Statewide Park Program (SPP) competitive GRANTS will create NEW PARKS and NEW RECREATION OPPORTUNITIES in CRITICALLY UNDERSERVED COMMUNITIES across California.

LEGACY

Previously, Proposition 84 (2006 Bond Act), Proposition 68 (2018 Bond Act/June 5, 2018), and 2021/22 State General Funds supported four ROUNDS:

- \$7.69 billion was requested. \$1.16 billion was awarded.
- 179 NEW PARKS have been/are being created and 120 EXISTING PARKS have been/are being EXPANDED or improved throughout California.

SPP legislation is found in Public Resources Codes §5640 through §5653.

ELIGIBLE APPLICANTS

- Cities
- Counties
- DISTRICTS (as defined on page 77)
- JOINT POWERS AUTHORITIES (one member of the JOINT POWERS AUTHORITY must be either an eligible DISTRICT, City, or County)
- NON-PROFITS with 501(c)(3) status

TYPES OF PROJECTS

A PROJECT must involve either DEVELOPMENT or a combination of ACQUISITION and DEVELOPMENT to:

1. Create a NEW PARK, or
2. EXPAND an EXISTING PARK, or
3. RENOVATE an EXISTING PARK

All PROJECTS must create or RENOVATE at least one RECREATION FEATURE. Examples of RECREATION FEATURES include but are not limited to the following:

RECREATION FEATURES (eligible examples)

- ACQUISITION of land:
 - Combined with DEVELOPMENT of a NEW RECREATION FEATURE.
 - OR
 - Already has a RECREATION FEATURE for public use at close of escrow.
- Aquatic center, swimming pool, splash pad, pond, fishing pier, boat or paddling launch site
- Amphitheater/performing arts dance, music, and theater stage
- Athletic fields (soccer regulation or “futbol-rapido”, baseball, softball, football, archery etc.)
- Athletic courts (basketball, “futsal”, tennis, pickleball, bocce ball, shuffleboard, badminton, horseshoe/cornhole, batting cages, etc.)
- Community gardens, botanical, demonstration gardens, orchards, outdoor education kitchen, meditation/calm zone, pollinator/butterfly garden, labyrinth garden
- Community/recreation center (only if it will be in or ADJACENT to a PARK), outdoor classroom
- Dog PARK
- Golf course (disc, mini, etc.), equestrian course
- Jogging and walking loop, par course, running track
- Outdoor fitness area, obstacle course, ropes course, rock climbing wall, zip line
- Open space and natural area for public recreation use
- Picnic/BBQ areas, game tables
- Playground, tot lot, universally accessible, sensory/music play area, nature discovery zone, etc.
- Plaza, zocalo, gazebo, farmers market and food truck area
- Public art (mosaic tiles, sculptures, murals)
- Skate PARK, skating rink, and BMX or pump track (non-motorized bike tracks), remote control track
- SNO-PARK
- Trail (non-motorized), pedestrian/bicycle bridge, greenbelt/linear PARK

MAJOR SUPPORT AMENITIES (eligible examples)

A PROJECT may also include MAJOR SUPPORT AMENITIES such as:

- Restroom building, snack shack
- Parking lot, staging area
- Pathway for access to a RECREATION FEATURE or throughout the PARK
- Landscaping or lighting that will be constructed throughout the PARK
- Perimeter fencing around PARK, security cameras

APPLICATIONS where the majority of the TOTAL PROJECT COST is for a MAJOR SUPPORT AMENITY will be less competitive. PROJECTS should create a NEW RECREATION OPPORTUNITY(S) as the primary goal.

APPLICATIONS only for MAJOR SUPPORT AMENITIES are ineligible; a PROJECT must create or RENOVATE at least one RECREATION FEATURE.

GRANT AMOUNT PER APPLICATION

- Maximum GRANT request per APPLICATION/PARK: \$8,500,000
- Minimum GRANT request per APPLICATION/PARK: \$200,000

One PARK = One APPLICATION:
Each PARK requires its own, separate APPLICATION. Only one APPLICATION, requesting up to \$8.5 million, may be submitted for the same PARK in the same ROUND.

Multiple PARKS = Multiple APPLICATIONS:
An APPLICANT may submit multiple APPLICATIONS for different PARKS. An APPLICANT can potentially receive multiple GRANT awards that total more than \$8.5 million in the same ROUND. There is no cap to the amount of GRANTS an APPLICANT may receive per ROUND.

No Match Required:
The GRANT by itself may fund the entire PROJECT.

AMOUNT AVAILABLE PER ROUND

The amount available for each ROUND and the GRANT PERFORMANCE PERIOD for SPP will be announced at parks.ca.gov/spp.

APPLICATION DEADLINE FOR EACH ROUND

The APPLICATION deadline is unique for each ROUND of SPP and will be announced at parks.ca.gov/spp.

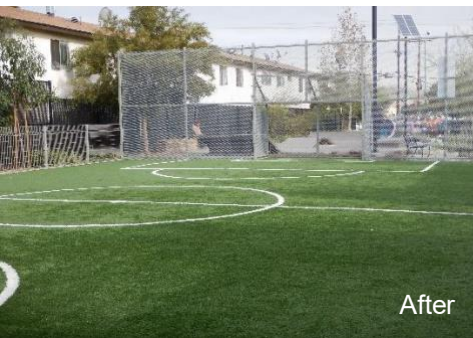
APPLICATION PROCESS

1. Review the Competitive Chart at parks.ca.gov/spp.
 - The Competitive Chart is an important technical assistance tool that outlines what needs to be prioritized and considered for a competitive SPP APPLICATION.
2. Review this guide to understand the competitive APPLICATION requirements in more detail.
3. Participate in the extensive technical assistance methods such as APPLICATION workshops and contacting OGALS SPP experts. See page 59 for a complete list.
4. Review the GRANT ADMINISTRATION GUIDE, including CONTRACT provisions, to understand the requirements if the competitive APPLICATION is selected for funding.
5. Fillable forms are available at parks.ca.gov/spp.
6. Submit the APPLICATION online at parks.ca.gov/spp by the APPLICATION deadline.
7. As another form of technical assistance, APPLICANTS may be advised to correct or complete documents after the APPLICATION is submitted.
 - Exception: Project Selection Criteria (pages 16–34) responses must be complete by the APPLICATION deadline. Revisions will not be accepted.
8. The competitive APPLICATION(S) will be evaluated and ranked based on Project Selection Criteria responses. GRANT award decisions will be announced approximately six months after the APPLICATION deadline. APPLICANTS will receive either a GRANT award or GRANT denial letter.

GRANT ADMINISTRATION PROCESS AND PERFORMANCE PERIOD

1. APPLICANTS who receive a GRANT award letter from OGALS must attend a mandatory GRANT ADMINISTRATION workshop.
2. After the mandatory workshop, OGALS will send a CONTRACT to the APPLICANTS.
3. After a signed CONTRACT is returned and signed by the State, the APPLICANT becomes a GRANTEE. The GRANTEE will receive a deed restriction/GRANT notice to record on the title to the property if the GRANTEE owns the land. The deed restriction/GRANT notice refers to the CONTRACT that requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years.
4. The GRANT PERFORMANCE PERIOD starts with the APPROPRIATION DATE. If the GRANT is awarded, ELIGIBLE COSTS dating back to the APPROPRIATION DATE may be reimbursed.
5. PROJECT COMPLETION is at least three months before the end of the GRANT PERFORMANCE PERIOD.
6. Send the final payment request to OGALS at least three months before the end of the GRANT PERFORMANCE PERIOD. This gives time for OGALS to review the payment documents, conduct a final site inspection, and process the final payment through the State Controller's Office.
7. The CONTRACT requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years. The 30-year period begins with the APPROPRIATION DATE.
8. Each ROUND will have a unique GRANT PERFORMANCE PERIOD based on the APPROPRIATION DATE. Dates for each ROUND will be posted at parks.ca.gov/spp.

Community Park Beautification



From blighted land to a vibrant PARK with soccer and play areas.
Shown above: Vacant land before, becomes Benito Juarez Park, after.



A restroom's exterior is enhanced to tell the community's story.
Left: Noyo Headlands Park, before. Right: Noyo Headlands Park, after.

II. Application Package

This section (pages 12 to 54) provides detailed guidance to complete the APPLICATION.

As a reminder, each PROJECT SITE requires its own separate APPLICATION.

Follow these five instructions to prepare the online APPLICATION.

1. **Use the APPLICATION Checklist on the next page to organize the APPLICATION.**
 - Checklist items #1-13 are required for all APPLICATIONS.
 - Checklist item #14 is only required for NON-PROFIT APPLICANTS.
 - Checklist item #15 is required for APPLICANTS who choose to follow the CONSERVATION CORPS Consultation Process.
 - The Project Selection Criteria (Checklist item #2) must be complete by the APPLICATION deadline.
 - If additional time is needed to complete a Checklist item, other than Project Selection Criteria (Checklist item #2), submit a one-page description including next steps and the estimated date of completion. Upload this page in the online APPLICATION system under its corresponding Checklist item.
2. **All forms listed in the APPLICATION Checklist are fillable at parks.ca.gov/spp.**
 - Either date stamped electronic signatures, or original signatures, are acceptable.
3. **Provide only the items requested in the APPLICATION Checklist.**
 - Do **not** provide supplementary materials, such as PowerPoint presentations.
 - Do **not** send letters of support.
4. **Submit one APPLICATION for each PROJECT SITE.**
 - Each document will be uploaded separately using the online APPLICATION system. Do not mail a paper copy of the APPLICATION. Only submit the APPLICATION through the online portal link posted at parks.ca.gov/spp.
 - Keep at least one copy for your records.
5. **Instructions and a video tutorial for the online APPLICATION will be posted at parks.ca.gov/spp.**
 - The APPLICATION must be submitted online by the ROUND'S APPLICATION due date announced at parks.ca.gov/spp.

APPLICATION CHECKLIST

Use the Checklist below to organize the APPLICATION. Directions and forms for each Checklist item can be found on the page number listed below.

APPLICATION Item <input checked="" type="checkbox"/>		Application Guide Page Number	Signed by AUTHORIZED REPRESENTATIVE
<input type="checkbox"/>	1. APPLICATION Form	Pg. 15	<input type="checkbox"/>
<input type="checkbox"/>	2. Project Selection Criteria	Pg. 16	N/A
<input type="checkbox"/>	3. Community FactFinder Report and Handbook Form	Pg. 35	<input type="checkbox"/>
<input type="checkbox"/>	4. Resolution	Pg. 37	N/A
<input type="checkbox"/>	5. GRANT SCOPE/Cost Estimate Form	Pg. 39	<input type="checkbox"/>
<input type="checkbox"/>	6. Funding Sources Form	Pg. 43	<input type="checkbox"/>
<input type="checkbox"/>	7. PROJECT Timeline Form	Pg. 45	<input type="checkbox"/>
<input type="checkbox"/>	8. APPLICANT Capacity	Pg. 48	N/A
<input type="checkbox"/>	9. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) Compliance Form	Pg. 49	<input type="checkbox"/>
<input type="checkbox"/>	10. PROJECT SITE Ownership, ACQUISITION, or Lease	Pg. 51	N/A
<input type="checkbox"/>	11. CONCEPT LEVEL SITE PLAN	Pg. 52	N/A
<input type="checkbox"/>	12. Photos and Copyright License Agreement	Pg. 52	N/A
<input type="checkbox"/>	13. PROJECT Location Map	Pg. 54	N/A
<input type="checkbox"/>	14. NON-PROFIT APPLICANT Requirements (only for NON-PROFIT APPLICANTS)	Pg. 54	N/A
<input type="checkbox"/>	15. CONSERVATION CORPS Consultation Review (optional)	Pg. 54	N/A

PROJECT APPLICATION FORM (CHECKLIST #1)

A fillable APPLICATION Form is available at parks.ca.gov/spp.

The AUTHORIZED REPRESENTATIVE will certify on the APPLICATION Form that the information contained in the APPLICATION packet is accurate.

For **PROJECT SITE Name and Physical Address**, if a physical address is not available, provide the latitude and longitude coordinates according to Google maps.

For **Requested GRANT Amount**, enter an amount that falls within the minimum and maximum dollar amount allowable. All amounts need to be rounded to the nearest whole dollar.

For **Requested GRANT Amount** plus **Other Funding Sources**, verify that the amounts equal to the TOTAL PROJECT COST.

- Verify these same dollar amounts are consistent and listed on Checklist item #5 - GRANT SCOPE/Cost Estimate Form.
- Verify these same dollar amounts are also listed on Checklist item #6 - Funding Sources Form.

For **PROJECT SITE Ownership**, check one or more boxes if applicable in this section. If the proposed PROJECT SITE involves a combination of ownership, ACQUISITION, lease/easement, or TURN-KEY PROJECT agreements, verify that the required documents in Checklist item #10 - PROJECT SITE Ownership, ACQUISITION, or Lease section of the APPLICATION are provided.

People to list on the APPLICATION Form:

- The **AUTHORIZED REPRESENTATIVE** is the position that signs all forms in the APPLICATION packet. These include: APPLICATION Form, Community FactFinder Handbook Form, GRANT SCOPE/Cost Estimate Form, Funding Sources Form, Project Timeline Form, and CEQA Compliance Certification Form.
- The **APPLICATION Contact** is the day-to-day administrator who can answer detailed questions about the PROJECT and documents in the APPLICATION.
- The **GRANT Contact** will be the lead contact for GRANT administration if it is selected for funding. The "APPLICATION" and "GRANT" contact may be the same person.

PROJECT APPLICATION FORM (CHECKLIST #1)

California Department of Parks and Recreation
Statewide Park Program

PROJECT APPLICATION FORM

PROJECT NAME		
REQUESTED GRANT AMOUNT		\$ _____
OTHER FUNDING SOURCES		\$ _____
TOTAL PROJECT COST		\$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)		PROJECT SITE OWNERSHIP (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Proposed ACQUISITION of __ acres <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement <input type="checkbox"/> TURN-KEY PROJECT
NEAREST CROSS STREETS		
COUNTY OF PROJECT LOCATION		
APPLICANT NAME (entity applying for the GRANT) and MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE as shown in Resolution		
_____ Name (typed or printed) and Title Email address Phone		
APPLICATION CONTACT		
_____ Name (typed or printed) and Title Email address Phone		
GRANT CONTACT For administration of GRANT if awarded (if different from AUTHORIZED REPRESENTATIVE)		
_____ Name (typed or printed) and Title Email address Phone		
GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate.		
_____ Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		_____ Date
Print Name _____		Title _____

PROJECT SELECTION CRITERIA (CHECKLIST #2)

OVERVIEW

Structure your response to follow the same numbered and lettered order of the Project Selection Criteria. A template to structure the response titled “Outline for Project Selection Criteria Response” is available at parks.ca.gov/spp.

The Project Selection Criteria are used to rank all statewide APPLICATIONS.

APPLICANTS are encouraged to conceptualize a new project based on the Project Selection Criteria. Technical assistance tips are included starting on page 59.

The maximum score is 100 points.

- All competing APPLICATIONS start with 0 points.
- Points are gained through the Project Selection Criteria.

PROJECT SELECTION CRITERIA		MAX POINT VALUE
PROJECT LOCATION		
1.	Critical Lack of PARK SPACE	15
2.	Significant Poverty	16
3.	Type of PROJECT	10
COMMUNITY ENGAGEMENT		
4.	Community Based Planning	18
5.	Employment or Volunteer Opportunities	6
6.	Partnerships or Committed Funding	3
OPERATION AND MAINTENANCE CONSIDERATIONS		
7.	Environmental DESIGN	7
8.	Public Use Fees and Hours of Operation	5
SUMMARY ABOUT PROJECT NEED, BENEFITS, AND READINESS		
9.	Community CHALLENGES, PROJECT Benefits and Readiness	20
MAXIMUM SCORE		100

PROJECT SELECTION CRITERIA #1 – CRITICAL LACK OF PARK SPACE

Use the California State Parks Community FactFinder at ParksforCalifornia.org/communities to provide information about the critical lack of PARK SPACE within PROXIMITY (a half-mile radius) of the PROJECT SITE. Answer the following:

What is the ratio of PARK acreage per 1,000 RESIDENTS within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Ratio of PARK acreage per 1,000 RESIDENTS according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
---	--

POINTS <i>The scale below shows that 15 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest ratio of PARK SPACE per 1,000 RESIDENTS when compared with all statewide APPLICATIONS. OGALS will develop a competitive statewide list representing the PARK SPACE per 1,000 RESIDENTS of all APPLICATIONS in ranking order, from lowest to highest.</i>	
	Points
Lowest 10% on the ranked list	15
From 11%-20% on the ranked list	13
From 21%-30% on the ranked list	11
From 31%-40% on the ranked list	9
From 41%-60% on the ranked list	7
From 61%-80% on the ranked list	5
From 81%-100% on the ranked list	3
No information provided.	0
The PROJECT SITE'S half-mile radius has a ratio of <u>more than</u> 3 acres of PARK SPACE per 1,000 RESIDENTS <u>AND</u> the community is <u>above</u> the MEDIAN HOUSEHOLD INCOME THRESHOLD.	Ineligible

A community's CHALLENGES beyond the ratio of PARK acres per 1,000 RESIDENTS can be further explained in Criteria 9(A) on page 33.

Technical assistance is available on page 60.

PROJECT SELECTION CRITERIA #2 – SIGNIFICANT POVERTY

Using the same California State Parks Community FactFinder Report from Project Selection Criteria 1, provide information about significant poverty within PROXIMITY of the PROJECT SITE by answering (A) and (B) below:

A. What is the median household income within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Median Household Income according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	---

POINTS <i>The scale below shows that up to 11 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest median household incomes compared with all APPLICATIONS. OGALS will develop a competitive statewide list representing the median household incomes of all APPLICATIONS in ranking order, from lowest to highest.</i>	
	Points
Lowest 10% on the ranked list	11
From 11%-20% on the ranked list	9
From 21%-40% on the ranked list	7
From 41%-60% on the ranked list	5
From 61%-80% on the ranked list	3
From 81%-100% on the ranked list	1
No information provided.	0
The PROJECT SITE’S half-mile radius has a ratio of <u>more than</u> 3 acres of PARK SPACE per 1,000 RESIDENTS <u>AND</u> the community has a median household income <u>above</u> the MEDIAN HOUSEHOLD INCOME THRESHOLD.	Ineligible

A community’s CHALLENGES beyond the median household income can be further explained in Criteria 9(A) on page 33.

Technical assistance is available on page 60.

PROJECT SELECTION CRITERIA #2 - SIGNIFICANT POVERTY

- B. What is the number of people living below poverty within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Number of People Living in Poverty according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	--

POINTS *The scale below shows that up to 5 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the highest number of people below the poverty level compared with all APPLICATIONS. OGALS will develop a statewide list representing the number of people living in poverty of all APPLICATIONS in ranking order, from highest to lowest.*

	Points
Highest 10% on the ranked list	5
From 11% to 20% on the ranked list	4
From 21% to 50% on the ranked list	3
From 51% to 80% on the ranked list	2
81% to 100% on the ranked list	1
No information provided.	0

A community's CHALLENGES beyond the number of people living in poverty can be further explained in Criteria 9(A) on page 33.

Technical assistance is available on page 60.

PROJECT SELECTION CRITERIA #3 – TYPE OF PROJECT

Use the following format to explain if the PROJECT will create a NEW PARK, or EXPAND an EXISTING PARK, or RENOVATE an EXISTING PARK:

TYPE OF PROJECT (Check one of the following)	QUALIFIERS (Respond based on the type of PROJECT)
<input type="checkbox"/> NEW PARK	<p>Describe how the PROJECT SITE qualifies as a NEW PARK by answering the following:</p> <p>A) What was the use of the PROJECT SITE prior to the SPP APPLICATION due date? Describe how the property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. Explain how the PARK is not ADJACENT to EXISTING PARK SPACE.</p>
<input type="checkbox"/> EXPAND an EXISTING PARK	<p>Describe how the PROJECT SITE qualifies as an EXPANSION of an EXISTING PARK by answering the following:</p> <p>A) What was the use of the EXPANSION property prior to the current ROUND'S APPLICATION due date? Why is the EXPANSION property currently not considered part of the existing ADJACENT PARK boundary?</p> <p>B) Describe why the EXPANSION is needed to complement the ADJACENT EXISTING PARK.</p>
<input type="checkbox"/> RENOVATE an EXISTING PARK (EXPANSION is not applicable)	<p>Describe how the PROJECT qualifies as a RENOVATION of an EXISTING PARK by answering the following:</p> <p>A) What RECREATION FEATURE(s) will be added or RENOVATED in the EXISTING PARK?</p> <p>B) Why is it not feasible or desired to create a NEW PARK in a CRITICALLY UNDERSERVED COMMUNITY, or add NEW PARK SPACE ADJACENT to the proposed PROJECT SITE?</p>

PROJECT SELECTION CRITERIA #3 - TYPE OF PROJECT

POINTS <i>The scale below shows 10 points are given to PROJECTS that create NEW PARKS.</i>	
	Points
The PROJECT will create a NEW PARK. The property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. It is not ADJACENT to EXISTING PARK SPACE.	10
The PROJECT will EXPAND an EXISTING PARK. The EXPANSION property is not PARK SPACE and has not been part of the ADJACENT PARK before the current ROUND'S APPLICATION due date.	8
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT described why it is not feasible or desired to create a NEW PARK or EXPAND an EXISTING PARK.	7
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT did not describe why the creation of a NEW PARK or EXPANSION of a park is not feasible or desired.	6
PROJECT does not add or RENOVATE a RECREATION FEATURE.	Ineligible

Technical assistance is available on page 61.

PROJECT SELECTION CRITERIA #4 – COMMUNITY BASED PLANNING

Describe how the APPLICANT or partnering community based organization(s) made efforts after June 5, 2018, to engage RESIDENTS to DESIGN the PARK. Use A and B to plan the MEETING location schedule and outreach. Use the three DESIGN goals in C to gather RESIDENTS' ideas at the MEETINGS. Part C encourages PROJECT enhancements that reflect the RESIDENTS' unique needs and creativity. Photos of MEETINGS are preferred (see Checklist item #12, page 52).

- A.** How many MEETINGS occurred, in the CRITICALLY UNDERSERVED COMMUNITY? Describe why the MEETING locations and times were convenient for RESIDENTS with various schedules who may lack private transportation. If MEETINGS occurred before June 5, 2018 (to match the date given for ROUND 4 APPLICATIONS), they may also be listed for historical reference.

Use the chart format below to list the details of each MEETING that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

MEETING Date/Year	MEETING Type, Venue, Address	Start/End Time (am/pm)	Day of Week	Description of MEETING location/time convenience
-------------------	------------------------------	------------------------	-------------	--

POINTS The scale below shows that up to 4 points will be given for the amount and convenience of MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

	Points
The APPLICANT or partners facilitated at least five MEETINGS, between June 5, 2018, and the APPLICATION deadline, to obtain ideas from the RESIDENTS. The MEETINGS were located within the CRITICALLY UNDERSERVED COMMUNITY, or within a convenient distance for RESIDENTS without private transportation. At least two of the MEETINGS occurred on a weekend or in the evening.	4
Four or three MEETINGS, between June 5, 2018, and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	2
Two or one MEETINGS, between June 5, 2018, and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	1
MEETINGS were not located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. Or, none of the MEETINGS occurred during a weekend or an evening. Or, the MEETINGS did not occur between June 5, 2018, and the APPLICATION deadline.	0

Technical assistance is available on page 62.

PROJECT SELECTION CRITERIA #4 - COMMUNITY BASED PLANNING

- B.** For each MEETING listed in the response to 4(A), what method(s) did the APPLICANT or partnering community based organization(s) use to invite RESIDENTS? In the combined set of MEETINGS, was there a BROAD REPRESENTATION of RESIDENTS?

Structure the response using the chart format below to describe the method of invitation. Include the number and general description of the RESIDENTS who participated in each MEETING. List MEETINGS in the order of the response to 4(A).

MEETING Date/Year	Description of the method(s) used to invite RESIDENTS to this MEETING. (see page 64 for a list of seven examples)	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, older adults, families, or other groups) who participated in this MEETING.
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POINTS The scales below show that up to 4 points will be given for methods used to invite a BROAD REPRESENTATION of RESIDENTS who participated in the MEETINGS.

	Points
For the combined set of MEETINGS, at least three methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	3
For the combined set of MEETINGS, two methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	2
For the combined set of MEETINGS, one method was used to invite a BROAD REPRESENTATION of RESIDENTS.	1
The methods used were limited to inviting advocacy groups likely to promote a specific type of PROJECT. Or, a method was not used to invite the RESIDENTS. <i>In either case, 0 points will also be given to the response for 4(c).</i>	0

	Points
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS consisted of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY.	1
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS did not consist of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY. Or, only an advocacy group or league likely to promote a specific type of PROJECT was involved. Or, no RESIDENTS were invited or MEETINGS did not occur. <i>In all cases, 0 points will also be given to the response for 4(c).</i>	0

Technical assistance begins on page 64.

PROJECT SELECTION CRITERIA #4 - COMMUNITY BASED PLANNING

- C. During the MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY, how were the RESIDENTS enabled to DESIGN the PARK using Goals 1-3?

Structure the response by providing the “Process” descriptions and “List” of ideas for the goals shown below.

GOAL 1 The RESIDENTS engaged in a process to reach a general agreement on the selection of the RECREATION FEATURE(S) and DESIGN ELEMENTS for those RECREATION FEATURE(S).

Selection of the RECREATION FEATURE(S)

A) Process: *(describe how the RESIDENTS were enabled to identify, prioritize, and then select, RECREATION FEATURE(S) for the proposed PROJECT. The goal is to ask RESIDENTS what facilities they want in the PARK.)*

DESIGN ELEMENTS of the RECREATION FEATURE(S)

B) Process: *(describe how the RESIDENTS were enabled to provide DESIGN ELEMENTS for the selected RECREATION FEATURE(S). The goal is to ask RESIDENTS for detailed DESIGN ELEMENTS, after the features are selected.)*

C) List of DESIGN ELEMENTS: *(list the RESIDENTS’ ideas that will be included in the detailed DESIGN of the RECREATION FEATURE(S). Avoid listing ideas that will not be included.)*

GOAL 2 The RESIDENTS engaged in a process to reach a general agreement on the location of the RECREATION FEATURE(S) within the PARK.

Location of the RECREATION FEATURE(S) within the PARK.

A) Process: *(describe the process that enabled the RESIDENTS to express their preferences for the location of the RECREATION FEATURE(S) within the PARK.)*

B) List of Reasons: *(list the reasons that will be used for the location of the RECREATION FEATURE(S) within the PARK. Avoid listing reasons that will not be used.)*

GOAL 3 The RESIDENTS engaged in a process to provide other PARK DESIGN ideas, including solutions for safe public use, and PARK beautification such as landscaping and public art.

Safety and PARK beautification

A) Process: *(describe the process that enabled the RESIDENTS to provide PARK DESIGN ideas for safe public use and PARK beautification.)*

B) List of safe public use ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

C) List of PARK beautification ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

PROJECT SELECTION CRITERIA #4 - COMMUNITY BASED PLANNING

POINTS <i>The scales below show that up to 10 points cumulatively will be given for MEETING goals 1-3 that enabled the RESIDENTS to DESIGN the PARK.</i>	
GOAL 1 – Selection of the RECREATION FEATURE(S) and DESIGN ELEMENTS	Points
A) The RESIDENTS identified their preferred RECREATION FEATURE(S) (not limited to a few predetermined options presented by the APPLICANT). Then, the RESIDENTS selected RECREATION FEATURES for the proposed PROJECT.	3
B) The RESIDENTS provided ideas for DESIGN ELEMENTS for the selected RECREATION FEATURE(S).	1
C) The APPLICANT’S response also <u>lists the RESIDENTS’ ideas for DESIGN ELEMENTS that will be implemented</u> for specific RECREATION FEATURE(S).	1
The APPLICANT’S response does not address any of the elements of Goal 1.	0
GOAL 2 – Location of the RECREATION FEATURE(S)	Points
A) The RESIDENTS expressed their preferences for the location of the RECREATION FEATURE(S) within the PARK.	1
B) The APPLICANT’S response also <u>lists the RESIDENTS’ reasons</u> for the location of the RECREATION FEATURE(S) <u>that will be implemented</u> within the PARK.	1
The APPLICANT’S response does not address any of the elements of Goal 2.	0
GOAL 3 - Safety and PARK beautification	Points
A) The RESIDENTS provided DESIGN ideas for safe public use.	1
B) The RESIDENTS provided PARK beautification ideas.	1
C) The APPLICANT’S response <u>lists the RESIDENTS’ PARK DESIGN ideas for both (1) safe public use and (2) beautification that will be included</u> in the proposed PROJECT.	1
The APPLICANT’S response does not address any of the elements of Goal 3.	0
RESIDENTS’ PARK DESIGN ideas for safe public use are not included in the proposed PROJECT.	Ineligible

Technical assistance begins on page 65.

PROJECT SELECTION CRITERIA #5 – EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

Describe how the PROJECT will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for RESIDENTS including youth and/or CORPSMEMBERS by answering A and B:

- A. What types of meaningful employment or volunteer activities will be available for RESIDENTS and/or CORPSMEMBERS between June 5, 2018 (to match the date given for ROUND 4 APPLICATIONS) until PROJECT COMPLETION? (see examples on page 67)
- B. How many RESIDENTS and/or CORPSMEMBERS will receive the OUTDOOR LEARNING OPPORTUNITIES?

Use the following chart format to list each opportunity answering A and B above:

A. Brief Description of the Meaningful Employment or Volunteer OUTDOOR LEARNING OPPORTUNITIES	B. Number of RESIDENTS and/or CORPSMEMBERS
--	---

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least twenty RESIDENTS and/or CORPSMEMBERS.*

	Points
At least twenty RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	3
Less than twenty but at least ten RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	2
Less than ten but at least five RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	1
The PROJECT will not provide employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least five RESIDENTS and/or CORPSMEMBERS, or the APPLICANT did not respond to the criteria.	0

In addition to employment or volunteer opportunities for RESIDENTS, APPLICANTS must contact the CONSERVATION CORPS to discuss the feasibility of using their services.

C. Citing the Corps Consultation Review Document, what was the outcome of the Corps Consultation Process? (see Checklist item #15, page 54)

- If it is feasible for a CONSERVATION CORPS to work on a PROJECT component, list the agreed scope of work. Confirm an understanding between the APPLICANT and CONSERVATION CORPS that the agreed scope of work is binding should the GRANT be awarded.
- If the CONSERVATION CORPS offered services but the APPLICANT declines, provide a reason for not using any of their services.

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment of CONSERVATION CORPS, or the CONSERVATION CORPS determined it is not feasible to work on the PROJECT.*

	Points
<p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT should the grant be awarded. A description of the agreed scope of work is provided in the response.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is not feasible to work on the PROJECT.</p>	3
<p>The Corps Consultation Process was not followed.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT; <u>however</u>, the APPLICANT declines all aspects of services offered by the CONSERVATION CORPS.</p>	0

Technical assistance is available on page 67.

PROJECT SELECTION CRITERIA #6 – PARTNERSHIPS OR COMMITTED FUNDING

Describe partnership assistance given to the APPLICANT between June 5, 2018 (to match the date given for ROUND 4 APPLICATIONS) through PROJECT COMPLETION, by answering A and B for each partnership:

- A. What is the name and the general purpose of the partner's organization/agency?
Specify if it is a HEALTH ORGANIZATION.
- B. What is the partnership role specific to this PROJECT? Provide a brief summary of the role, such as assisting with community based planning, contributing volunteer hours or materials, or funding support.

If no partners are involved in the PROJECT, but the APPLICANT has COMMITTED FUNDS, provide the following:

- In Part A, identify the source name.
- In Part B, type "See Funding Sources Form."
- On the Funding Sources Form (Checklist item #6), identify the source and amount committed.

POINTS *The scale below shows that a maximum of 3 points will be given to PROJECTS that involve at least three partnerships, including a HEALTH ORGANIZATION.*

	Points
The PROJECT involves three or more partners, including a HEALTH ORGANIZATION, providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	3
The PROJECT involves two partners providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	2
The PROJECT involves one partner. Or The APPLICANT has no partners but is contributing its own funding to the PROJECT.	1
The PROJECT involves no partnerships and the APPLICANT has no COMMITTED FUNDS. Or, a response was not provided.	0

APPLICANTS are encouraged to explore partnerships with at least one HEALTH ORGANIZATION. Technical assistance is available on page 68.

PROJECT SELECTION CRITERIA #7 – ENVIRONMENTAL DESIGN

Describe how the PROJECT will provide efficient use of water and other natural resources by answering both (A) **or** (B) combined, **or** (C) by itself, to obtain up to 7 points.

A. How will the PROJECT include the following sustainable techniques?

For the APPLICATION to be eligible, the PROJECT must include:

1. Stormwater: Incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release.
2. Water Efficiency: Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors, or on-site water recycling that reduces potable water consumption, or the PROJECT will not require additional use of water.
3. Recycled Materials: At least 10% of the materials for PROJECT construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
4. Landscaping: Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and ground cover. Also, discuss how the landscaping minimizes the use of toxic pesticides **and** inorganic fertilizers.

Use the following chart format to list and describe each sustainable technique in response to (A) above.

Sustainable technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 4 points will be given to PROJECTS that will include the four sustainable techniques listed in 7(A).

	Points
The PROJECT will include all four of the listed techniques.	4
The PROJECT will include three of the listed techniques.	3
The PROJECT will include two or one of the listed techniques.	2
The PROJECT will include none of the listed techniques.	Ineligible

Technical assistance is available on page 69.

B. How will the PROJECT include the following three additional techniques? Techniques listed in Part A cannot be repeated in Part B for points.

1. Carbon sequestration tree planting (identify approximately how many trees will be planted). See Greenhouse Gas Emissions Reduction and Carbon Sequestration technical assistance on page 70. If the PROJECT will not include tree planting, include one other energy, water, or natural resource conservation technique.
2. Installing new drinking water stations for park visitors. If the PROJECT SITE already has safe and reliable drinking water stations, include one other energy, water, or natural resource conservation technique.
3. One other energy, water, or natural resource conservation technique.

Use the following format to list and describe each sustainable technique for B above.

Sustainable technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 3 points will be given to PROJECTS with at least three other sustainable techniques for efficient use of energy, water, and other natural resources that were not listed in 7(A).

	Points
The PROJECT will include three other energy, water, and natural resource conservation or carbon sequestration techniques not listed in 7(A).	3
The PROJECT will include two other techniques not listed in 7(A).	2
The PROJECT will include one technique not listed in 7(A).	1
The PROJECT will not include additional techniques beyond 7(A).	0

Technical assistance is available on pages 69-70.

PROJECT SELECTION CRITERIA #7 – ENVIRONMENTAL DESIGN

- C. If A and B above is selected, do not respond to this item. This is a 7-point alternative to A and B:

Will the PROJECT include SITES or LEED Certification as an alternative to A and B above? If so, provide a plan for achieving either SITES certified landscaping or LEED certified building construction by answering the following questions:

1. What level of SITES certification or LEED certification, or both, will be obtained?
2. What is the current status and next steps timeline for securing the certification?
3. Will the PROJECT incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release?

POINTS *PROJECTS that achieve any level of SITES or LEED Certification, and that capture or clean storm water, will be awarded the maximum of 7 points as an alternate to A and B above.*

	Points
The PROJECT will obtain any level of SITES or LEED Certification and will incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release.	7
The PROJECT will not obtain SITES or LEED Certification.	0

Note: SITES certification is for outdoor PARK SPACES, while LEED certification is for buildings. See the technical assistance on page 70 for more information and web-links for SITES and LEED Certification.

Technical assistance is available on page 70.

PROJECT SELECTION CRITERIA #8 – PUBLIC USE FEES AND HOURS OF OPERATION

Describe how youth, older adults, and families affected by poverty will have DAILY ACCESS to the PROJECT SITE by answering the following:

- A. What will be the Monday through Sunday hours of operation for the overall PARK to accommodate various needs of youth, older adults, and families?
- B. Will the Monday through Sunday hours of operation differ for any RECREATION FEATURES listed in the GRANT SCOPE/Cost Estimate Form? If so, identify the RECREATION FEATURE(S) with their Monday through Sunday hours of operation.
- C. Will the public be charged entrance or membership fees to enter the overall PARK? Will entrance, membership, or league/activity fees be charged to use a RECREATION FEATURE that is a majority of the TOTAL PROJECT COST listed in the GRANT SCOPE/Cost Estimate Form? If so, list each fee, identify if the fee is daily, weekly, or monthly, and explain why the fee will not prevent DAILY ACCESS for youth, older adults, and families affected by poverty.

POINTS *The scales below show that up to 5 points will be given to PROJECTS with weekday and weekend operating hours appropriate for youth, families, older adults, and other population groups in the CRITICALLY UNDERSERVED COMMUNITY, and with reasonable or no entrance or membership fees.*

	Points
The PROJECT will be open 7 days a week, for at least eight hours per day, such as dawn to dusk, to accommodate the needs of youth, older adults, and families.	2
The PROJECT will be open 7 days a week, from three to less than eight hours per day.	1
The PROJECT will not be open 7 days a week for at least three hours per day or the APPLICANT did not respond to criteria.	Ineligible
	Points
The public will not be charged entrance or membership fees to use the PROJECT. Or, the lowest entrance or membership fees for the public calculate to \$3 per month or less per person and will not deter DAILY ACCESS.	3
The lowest entrance or membership fees for the public calculate to more than \$3 but less than \$10 per month per person which may deter DAILY ACCESS.	1
The public will be charged fees that will calculate to \$10 or more per month per person, or the APPLICANT did not respond to the criteria.	0

Technical assistance is available on page 71.

PROJECT SELECTION CRITERIA #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

Provide responses to A and B below to summarize the PROJECT’S need and benefits. This criteria is designed for the APPLICANT to tell the story about the PROJECT need and benefits not yet covered through Project Selection Criteria 1 through 8. For C below, OGALS will determine the PROJECT’S readiness and APPLICANT capacity using information provided in the entire APPLICATION.

A. What CHALLENGES are present within the community that contributes to the need for the PROJECT?

Use this chart format to structure the response for each CHALLENGE.

CHALLENGE	Description of the CHALLENGE
-----------	------------------------------

B. How will the PROJECT benefit the HEALTH and quality of life for youth, older adults, and families by improving the community’s recreational, social, cultural, environmental, educational, and economic conditions?

Use the format below to structure the response:

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, older adults, and families.
Recreational	
Social	
Cultural	
Environmental	
Educational	
Economic (such as job creation or advancing solutions to prevent displacement)	

C. OGALS will use information provided in the entire APPLICATION, to assess if PROJECT COMPLETION, as well as 30 years of adequate operation and maintenance, appears to be achievable.

Technical assistance is available on pages 72-74.

PROJECT SELECTION CRITERIA #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

POINTS *The scale below shows that up to 20 points will be given to a community having severe CHALLENGES, and the PROJECT will have significant benefits, and the APPLICANT has sufficient capacity to deliver the PROJECT.*

	Points
<p>The community has high CHALLENGES compared to other APPLICATIONS.</p> <p>The PROJECT will significantly improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	20 - 10
<p>The community has average CHALLENGES compared to other APPLICATIONS.</p> <p>Or, the PROJECT will provide average benefits for the community's recreational, social, cultural, educational, environmental, and economic conditions compared to other APPLICATIONS.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	9 - 4
<p>The community has minimal CHALLENGES compared to other APPLICATIONS.</p> <p>Or, the PROJECT will minimally improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Or, based on the information provided in the entire APPLICATION, PROJECT COMPLETION, or 30 years of adequate operation and maintenance for public use, appears to be uncertain or problematic.</p>	3 - 1
No information provided.	0

Technical assistance is available on pages 72-74.

COMMUNITY FACTFINDER REPORT AND HANDBOOK FORM (CHECKLIST #3)

Provide the following two items:

1. **Community FactFinder Report.** To create a new report of the area in PROXIMITY, starting at the PROJECT SITE, use the **current Community FactFinder version** at: ParksforCalifornia.org/communities.

Only one report can be submitted per APPLICATION. The report must be created with the starting point (pin) located in the boundary of the PROJECT SITE. The Community FactFinder Report will be used for Project Selection Criteria 1 and 2, pages 17 to 19.

2. **Community FactFinder Handbook Form.** This form will be signed by the AUTHORIZED REPRESENTATIVE. Its purpose is to certify that Steps 1-8 described in the Community FactFinder Handbook were followed and completed before submittal of the APPLICATION. Frequently asked questions with policy responses are included within each step. The Community FactFinder Handbook is available at parks.ca.gov/spp.

To avoid delays in the competitive review process, complete the Community FactFinder Handbook steps at least one month before the APPLICATION is submitted.

- ✓ Send an email to report acreage that should or should not be counted within the PROJECT SITE'S radius to SCORP@parks.ca.gov. Attach the Community FactFinder Report to the email. (Step 6)
- ✓ Generate the Community FactFinder Report with the pinpoint located in the boundary of the PROJECT SITE to create the half-mile radius. (Step 7)

If the addition or removal of PARK acreage was reported to SCORP@parks.ca.gov but the Community FactFinder update is not yet complete when submitting the APPLICATION, include a copy of the email request as a placeholder. Additionally, in the response to Project Selection Criteria 1 and 2, state that a Community FactFinder update was requested. OGALS will notify the APPLICANT when a new Community FactFinder Report can be submitted.

OGALS will confirm Steps 6 and 7 in the APPLICANT'S report. If PARK acreage is discovered that should have been reported, or if the pinpoint is outside the PROJECT SITE, OGALS reserves the right to generate a new Community FactFinder report in the middle of the PROJECT SITE for the purpose of Criteria 1 and 2.



California Department of Parks and Recreation

Statewide Park Program

COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this form after completing Steps 1-8 following the Community FactFinder Handbook available at parks.ca.gov/spp.

I certify that the California State Parks Community Fact Finder Report that was submitted at the time of APPLICATION met the following two requirements:

- ✓ Acreage that should or should not be counted within the PROJECT SITE'S radius has been reported to SCORP@parks.ca.gov. (Step 6)
- ✓ The Community FactFinder Report was generated with the pin located in the boundary of the PROJECT SITE. (Step 7)

I understand if either of the above requirements were not met, OGALS will generate a new report with the pin located in the middle of the PROJECT SITE to create the new half-mile radius and will use the data for purposes of Project Selection Criteria 1 and 2.

AUTHORIZED REPRESENTATIVE Signature

Date

AUTHORIZING RESOLUTION (CHECKLIST #4)

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Body shows it is aware of all the terms of the CONTRACT. It provides confirmation that the APPLICANT has the funding to complete the proposed PROJECT if the GRANT is awarded.
2. It designates a position title, not an individual's name, to represent the Governing Body on all matters regarding the APPLICATION and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE. All signatures required on documents should be the signature of the AUTHORIZED REPRESENTATIVE, unless otherwise noted.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents.

The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

Format

- A) The Authorizing Resolution, on the following page, is a fillable form located at parks.ca.gov/spp. Parentheses within the Authorizing Resolution must be filled out with the requested information.
- B) The PROJECT name on the Authorizing Resolution must match the PROJECT name on the PROJECT APPLICATION Form (Checklist item #1).
- C) The Authorizing Resolution may be reformatted; however, the *language provided in the resolution must remain unchanged*. Any changes to the language may require OGALS Legal Office review. The time involved with the legal review process may delay APPLICATION approval and could affect OGALS ability to fund the PROJECT.
- D) The Authorizing Resolution must either be signed by the Clerk or have other evidence that it was adopted.
- E) List the date of adoption.

AUTHORIZING RESOLUTION (CHECKLIST #4)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors/Directors) OF (City, County, District, or Non-Profit Organization) Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby:
APPROVES THE FILING OF AN APPLICATION FOR THE (NAME OF PROJECT); AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the (Position Title of Authorized Representative) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (Applicant's Governing Body) following a roll call vote:

Ayes:

Noes:

Absent:

____ (Clerk)

GRANT SCOPE/COST ESTIMATE FORM (CHECKLIST #5)

The GRANT SCOPE/Cost Estimate Form is used for the following purposes:

1. Establishing the GRANT SCOPE
2. Listing the RECREATION FEATURE(S) and MAJOR SUPPORT AMENITY(S)
3. Providing a Cost Estimate for the PROJECT

1. Establishing the GRANT SCOPE

This form will be used to establish the expected deliverables for PROJECT COMPLETION paid for by the SPP GRANT plus COMMITTED FUNDS. **All RECREATION FEATURES and MAJOR SUPPORT AMENITIES proposed in the Project Selection Criteria section need to be listed on this form and the SITE PLAN. This form lists what OGALS, auditors, and the public will expect to see in the park by PROJECT COMPLETION.** To be eligible for GRANT payment, all RECREATION FEATURES and MAJOR SUPPORT AMENITIES must be included on this form.

Use this form to describe only the RECREATION FEATURES and MAJOR SUPPORT AMENITIES that will be complete for final payment before the end of the GRANT PERFORMANCE PERIOD. **Do not** include future DEVELOPMENT phases that require additional fundraising beyond the GRANT plus COMMITTED FUNDS. Limit the PROJECT to what can be completed with the GRANT plus COMMITTED FUNDS.

For ACQUISITION and DEVELOPMENT combination PROJECTS, a phase that develops a RECREATION FEATURE on the acquired property must be open to the public before the end of the GRANT PERFORMANCE PERIOD.

Pages 7-8 list examples of RECREATION FEATURES and MAJOR SUPPORT AMENITIES.

2. Listing the RECREATION FEATURE(S) and MAJOR SUPPORT AMENITY(S)

Each distinct RECREATION FEATURE and MAJOR SUPPORT AMENITY needs to be listed on its own line. If more than nine RECREATION FEATURES and MAJOR SUPPORT AMENITIES are proposed, use page 2 of this form, available at parks.ca.gov/spp. Use the following phrases to describe the type of work for each RECREATION FEATURE and MAJOR SUPPORT AMENITY:

- “Acquire approximately _____” (provide acreage and associated parcel numbers that will be acquired). See definition of ACQUISITION on page 75.
- “Construct a new _____” (identify the new RECREATION FEATURE or MAJOR SUPPORT AMENITY that does not currently exist). Include the specific type and number*. Add with lighting, shade, or fencing if applicable.
- “Renovate a _____” (identify the existing RECREATION FEATURE or MAJOR SUPPORT AMENITY). See definition of RENOVATION on page 80. Include the specific type and number*. Add with lighting, shade, or fencing if applicable.

*** Listing the type and number of RECREATION FEATURE(S) or MAJOR SUPPORT AMENITY(S):**
Identify the distinct type of RECREATION FEATURE or MAJOR SUPPORT AMENITY. List the specific number of RECREATION FEATURES or MAJOR SUPPORT AMENITIES of the same type.

See examples below:

Athletic Fields or Courts:

Specify the type and number of each separate athletic field or court. For example, instead of listing “Construct new athletic courts” write it as “Construct two new full basketball courts with lighting,” “Construct a new futsal court with fencing,” or “Renovate four pickleball courts.”

If an athletic field or court will be multi-use, list as “Construct a multi-use field” or “Construct a multi-use court” and specify the type of uses.

Each type of athletic field or court needs to be on a separate line. Using the above examples, the separate types of athletic courts would be listed on separate lines.

Play Areas:

Similar to sports courts and fields, play areas need to be specific to the amount of separate and distinct play areas. For example: “Construct two new playground areas” if the PROJECT involves two distinct and separate playgrounds in different locations of the park.

Group Picnic Areas:

If a picnic/BBQ area is designed for the purpose of group gatherings, with multiple tables located near each other, identify the specific number of group picnic areas (not the number of tables and BBQ grills). For example, “Construct three new group picnic/BBQ areas with shade structures.”

PARK amenities more/less than \$50,000 “throughout the PARK”:

If lighting, access pathways, signs, benches, tables, landscaping, fencing, or security cameras (more than \$50,000) will be installed throughout the PARK and are not specific to a RECREATION FEATURE or MAJOR SUPPORT AMENITY, list them separately.

See examples below:

- “Construct new (or renovate) lighting throughout the park.”
- “Construct new (or renovate) landscaping throughout the park.”
- “Construct new (or renovate) benches and tables throughout the park.”

If lighting, access pathways, signs, benches, tables, landscaping, fencing, or security cameras (less than \$50,000) will be installed throughout the PARK and are not specific to a RECREATION FEATURE or MAJOR SUPPORT AMENITY, **do not** list those MINOR SUPPORT AMENITIES on the form. Instead, fold those costs into any RECREATION FEATURE or MAJOR SUPPORT AMENITY. See the explanation in the box on the next page.

Do NOT list MINOR SUPPORT AMENITIES in the GRANT SCOPE/Cost Estimate Form.

MINOR SUPPORT AMENITIES under \$50,000 such as signs, benches, tables, drinking fountains, fixed bike racks, and trash receptacles are commonly understood to be associated with a RECREATION FEATURE.

Fold the cost of MINOR SUPPORT AMENITIES into the cost of its related RECREATION FEATURE. For example: The GRANT SCOPE is “construction of a new playground”. The GRANTEE will have the flexibility to construct or not construct MINOR SUPPORT AMENITIES for the playground such as benches, signs, and drinking fountains. The costs of MINOR SUPPORT AMENITIES will be accepted as part of the construction of the new playground. The construction of the new playground is the expected GRANT SCOPE deliverable for PROJECT COMPLETION.

3. Providing a Cost Estimate on the GRANT SCOPE/Cost Estimate Form.

See the ELIGIBLE COSTS and ineligible costs charts starting on page 55 before creating a cost estimate.

- **Lump sum cost:** Provide the concept level estimated cost for each RECREATION FEATURE and MAJOR SUPPORT AMENITY. Fold all necessary costs into the related RECREATION FEATURE(S) and MAJOR SUPPORT AMENITY(S). **Do not** list costs such as demolition, site prep, grading, utilities, personnel, contingency, etc., as separate line items.
- **Contingency:** OGALS understands that actual costs may change during the GRANT PERFORMANCE PERIOD, due to economic factors, supply chain issues, or other unforeseen circumstances. In most cases, a revised GRANT SCOPE/Cost Estimate Form is not required when estimated costs fluctuate during the PROJECT. Contingency for costs can be built into the lump-sum cost estimate; **do not** include contingency costs as a separate line item in the GRANT SCOPE/Cost Estimate Form. The GRANT ADMINISTRATION GUIDE explains how actual costs are documented and charged to the GRANT.
- **PRE-CONSTRUCTION Costs:** No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs.
- **Check calculations:** Make sure all costs add up to the TOTAL PROJECT COST.
- **Check consistency:** The “TOTAL PROJECT COST” and “Requested Grant Amount” must be the same amounts listed on Checklist item #1 - PROJECT APPLICATION Form and Checklist item #6 - Funding Sources Form.
- **Certification:** The GRANT SCOPE/Cost Estimate Form must be signed by the AUTHORIZED REPRESENTATIVE.

Each RECREATION FEATURE and MAJOR SUPPORT AMENITY listed in the GRANT SCOPE, and their related paths of travel from parking lots and roadsides, must be designed to accommodate persons with disabilities per compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.). Account for this when preparing your GRANT SCOPE/Cost Estimate.

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page 39.

GRANT SCOPE ITEMS	ESTIMATED COST
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
(1) Total Estimated Cost for ACQUISITION and/or DEVELOPMENT of RECREATION FEATURES and MAJOR SUPPORT AMENITIES	\$
(2) Total Estimated PRE-CONSTRUCTION COST	\$
(3) TOTAL PROJECT COST (1+2)	\$
(4) Requested GRANT Amount	\$
(5) Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public compliant with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 55 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature

Date

FUNDING SOURCES FORM (CHECKLIST #6)

- Use the Funding Sources Form to identify each funding source by name and amount.
- List if the funding source is state, local city or county, federal, or private.
- **Source Changes:** If the funding sources change during the course of the PROJECT, a revised Funding Sources Form is required within 30 days.
- **Loans:** If the source is a loan, identify the type of loan. Be mindful of GRANT CONTRACT Provision N:

N. Use of GRANT Monies (language below copied from GRANT CONTRACT Provisions)

GRANTEE shall not use any GRANT funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the PROJECT property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

- **"Date COMMITTED"** - List a date for each funding source indicating when it was committed to the PROJECT. **All additional funds must be secured within four months of the APPLICATION deadline.** See the definition for COMMITTED FUNDS.
- **Project Selection Criteria #6:** If funding will be provided by a partner listed in Project Selection Criteria #6 – Partnerships or Committed Funding, provide the source and amount on the Funding Sources Form.
- **Check Consistency:** The TOTAL PROJECT COST listed at the bottom of this form must equal the estimated TOTAL PROJECT COST listed on the APPLICATION Form and at the bottom of the GRANT SCOPE/Cost Estimate Form.
- **Certification:** The Funding Sources Form must be signed by the AUTHORIZED REPRESENTATIVE.

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising to complete the PROJECT. The PROJECT must be completed and open to the public before final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.

AUTHORIZED REPRESENTATIVE Signature

Date _____

PROJECT TIMELINE FORM (CHECKLIST #7)

The purpose of this PROJECT timeline requirement is to encourage APPLICANTS to discuss the PROJECT and create a timeline with each agency that will have approval responsibilities. For example: If another agency is responsible for approving a construction permit, the estimated time period for obtaining the permit, along with the agency's name and a representative's contact information, should be included in the schedule.

- Add any additional task requirements that are necessary to complete the PROJECT.
- For each task, identify the agency contact who reviewed the schedule and agreed that "the estimated time period set aside to complete the task is reasonable, absent any unforeseen circumstances". If an item is already complete with no issues, the right two columns can state "Item Complete".
- Not all tasks in the form are required to be complete by the time of APPLICATION; however, the form serves as evidence that APPLICANTS are aware of potential time periods for all PROJECT tasks.
- For box #16, "Thirty years of operation and maintenance for public use," use the APPROPRIATION DATE as the start date. For the end date, list a date 30 years after the APPROPRIATION DATE. **The APPROPRIATION DATE is located at parks.ca.gov/SPP.**
- The PROJECT Timeline Form must be signed by the AUTHORIZED REPRESENTATIVE.

Format Notes:

A different format may be used; however, the following columns must remain in the same order:

- "Tasks"
- "Start Date Month/Year"
- "End Date Month/Year"
- "Lead Agency...contact information"
- "Notes about potential delays/issues"

As stated in the top left corner of the PROJECT Timeline Form, the list of tasks may be adjusted or reorganized based on each unique PROJECT.

PROJECT TIMELINE FORM (CHECKLIST #7)

PROJECT TIMELINE FORM

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
1. Appraisal and Purchase Agreement (for ACQUISITION)				
2. Close of escrow (for ACQUISITION)				
3. Schematic/concept level DESIGN with community based planning and ADA (Americans with Disabilities Act) considerations				
4. Site risk assessment for possible contaminants and other complications				
5. CEQA for the construction scope				
6. Engineer cost estimate				
7. Consultation with CONSERVATION CORPS to consider feasibility				
8. Construction Documents (final design includes the community based planning results)				
9. Construction Permits				
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as applicable to site, are required)				

PROJECT TIMELINE FORM (CHECKLIST #7)

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
11. Construction Bid Package Preparation/start Bid Process				
12. Bid Approval for Construction				
13. Environmental cleanup/remediation				
14. Construction Period				
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).				
16. Thirty years of operation and maintenance for public use beginning with the APPROPRIATION DATE.				See parks.ca.gov/SPP for the current APPROPRIATION DATE.

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the PROJECT concept, including its location and scope, and represent that the time period estimated for the step “*is reasonable absent any unforeseen circumstances.*”

AUTHORIZED REPRESENTATIVE Signature

Date

APPLICANT CAPACITY (CHECKLIST #8)

The purpose of this requirement is to evaluate the APPLICANT'S capacity to achieve PROJECT COMPLETION, as well as 30 years of adequate operation and maintenance for public use beginning with the APPROPRIATION DATE.

OGALS analyzes the APPLICANT'S experience or capacity for PROJECT COMPLETION and long-term operation and maintenance based on the PROJECT'S DESIGN as well as previous grant and operational experience. Using this example, if the PROJECT is a \$3 million NEW PARK with long-term operation and maintenance costs that are low, OGALS may have fewer questions for an APPLICANT with less experience or capacity. If the PROJECT will build higher operation and maintenance cost facilities, and the APPLICANT has less experience or capacity, OGALS may ask additional questions about revenue sources.

OGALS recommends that APPLICANTS consider the projected monthly/annual operation and maintenance costs. These costs include, but are not limited to, water and energy utilities, staffing, repairs, etc. The projected annual cost compared to projected long term funding sources for operation and maintenance must be considered. Another entity can provide operation and maintenance services. However, the CONTRACT requires the GRANTEE to ensure the PARK is operated and maintained and open to the public for 30 years beginning with the APPROPRIATION DATE.

Provide a response to the following:

1. Describe up to three PARKS or other construction projects completed by the APPLICANT. Include:
 - project address
 - scope of work
 - total project cost
 - funding sources
 - start date, and date of completion
2. Provide an operation and maintenance budget breakdown (chart) showing the monthly and annual total expected cost to operate and maintain this proposed PROJECT (include utilities, routine repairs/upkeep, and staffing costs in the chart).
3. What are the planned funding sources to operate and maintain the proposed PROJECT?
4. Provide the weblink for a list of PARKS and facilities the APPLICANT currently oversees. If a website is not available, provide the list in this response. OGALS may visit some of the APPLICANT'S PARKS to review the level of ongoing operation and maintenance.

CEQA COMPLIANCE (CHECKLIST #9)

The CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA law establishes policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity's proposed PROJECT. For more information see opr.ca.gov/ceqa/.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

If the CEQA analysis is complete, provide these three documents:

1. **Copy of the Notice of Exemption or the Notice of Determination, filed or stamped by the County Clerk**, that includes the following information:
 - PROJECT address:
The address listed on the Notice of Exemption or Notice of Determination must be for the same PROJECT SITE described in the APPLICATION.
 - PROJECT description for DEVELOPMENT:
Must give environmental clearance for the actual construction of the PROJECT.
 - PROJECT description for ACQUISITION:
Must describe the parcels to be acquired.
 - PROJECT description for combination PROJECTS:
Must describe the parcels to be acquired and PROJECT DEVELOPMENT. The CEQA Notice for DEVELOPMENT can come after the CEQA Notice for ACQUISITION if needed.
2. **Provide a one-page summary of any public opposition** during the CEQA review and why the proposed PROJECT can still proceed under the filed Notice of Exemption or Notice of Determination. Or confirm there is no public opposition.
3. **CEQA Compliance Certification Form**. Only provide the form, on the next page, after the final Notice of Exemption or Notice of Determination has been filed with the County Clerk. The form must be signed by the AUTHORIZED REPRESENTATIVE.

If CEQA analysis is not complete, provide a summary with the following information:

- A. History of the proposed PROJECT SITE, and any known/possible environmental issues such as contaminants requiring remediation or endangered species.
- B. Will permits be required from the Army Corps of Engineers, Coastal Commission, Department of Fish and Wildlife, or any other federal/state agencies?
- C. Is there a potential for adverse changes to tribal/cultural resources?
- D. Has the proposed PROJECT received any public opposition?
- E. Provide a CEQA completion plan with estimated dates. What is the anticipated type of CEQA Notice and why? If CEQA completion is not estimated within 12 months of the current ROUND'S APPLICATION deadline, explain why.

When CEQA is completed, the APPLICANT or GRANTEE must provide the requirements listed above in numbers 1-3.



California Department of Parks and Recreation
Statewide Park Program

CEQA Compliance Certification

Grantee: _____

PROJECT Name: _____

PROJECT Address: _____

What document was filed to complete the project's CEQA analysis: (check one)

Date completed

☐ Notice of Exemption (attach recorded copy if filed) _____

☐ Notice of Determination (attach recorded copy if filed) _____

Lead Agency Contact Information

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification

I hereby certify that the above referenced Lead Agency has complied with the CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) and that the PROJECT is described in adequate and sufficient detail to allow the PROJECT'S construction or acquisition.

I further certify that the CEQA analysis for this PROJECT encompasses all aspects of the work to be completed with GRANT funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. **Provide #1 below.**
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the landowner. **Provide #2 below.**
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the landowner (school DISTRICT, utility landowners, etc.). **Provide #3 below.**
- The land is not owned by the APPLICANT. The APPLICANT will do a “TURN-KEY” where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant landowner with approval from OGALS. **Provide #4 below.**

1. If the PROJECT SITE is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or a current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the landowner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the GRANT SCOPE/Cost Estimate Form.
- Provide a letter from the landowner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale or that it is a donation.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are **not** eligible for reimbursement.

The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT and before the GRANT CONTRACT will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third-party AG-Certified General Licensed Appraiser. California Bureau of Real Estate Appraisers brea.ca.gov provides a list of AG appraisers.

The Eligible Costs Chart on page 55 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3. and 4. See “Lease Agreement and TURN-KEY Agreements” at parks.ca.gov/spp.

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. **The land must be owned by a public agency or utility and the agreement must be approved by DPR.**

CONCEPT LEVEL SITE PLAN (CHECKLIST #11)

- Provide a legible drawing showing where the RECREATION FEATURES and MAJOR SUPPORT AMENITIES will be located in the park.
- Identify **ONLY** the RECREATION FEATURES and MAJOR SUPPORT AMENITIES that are listed on the GRANT SCOPE/Cost Estimate Form and mentioned in Project Selection Criteria #4. Differentiate or shade out any pre-existing or future phase items that will not be part of the PROJECT proposal.
- Provide a legend/key to visually explain all symbols used on the CONCEPT LEVEL SITE PLAN. Include a north arrow and street names along the PROJECT SITE.
- If the GRANT SCOPE includes new construction or EXPANSION of any building(s), provide both of the following:
 1. Identify the proposed percentage of indoor versus outdoor space; no more than 50% of the overall PARK can be designated for indoor use through the PROJECT.
 2. Identify the total square footage of the building and note the function and approximate square footage of each space designated for recreation. At least 75% of the building's square footage must be designed for recreation. Lobby areas, hallways, meeting rooms, office space, storage, and restrooms do not count as square footage designed for recreation. For example, a community center could be designed as: 75% of space for recreation, 10% restrooms, 5% lobby, 5% storage, and 5% offices.
 - 1-2 above does not apply if the RENOVATION is not changing the layout of the building or for new or existing stand-alone restrooms/snack shacks.

PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

In addition to giving reviewers a better understanding of the PROJECT SITE and community, items 1 through 4 below may be used to report the “before and after” accomplishments of GRANTEES. OGALS may highlight awarded PROJECTS at ParksforCalifornia.org

PROJECT SITE Photos

Provide high quality JPEG (5MB or larger) photos of the PROJECT SITE and its surrounding area. Include captions to orientate the reviewer. Include at least one panoramic photo that captures as much of the PROJECT SITE as possible with a background point of reference for potential “before and after” photos.

Community Based Planning Photos

1. Provide high quality JPEG (5MB or larger) photos of various community based planning MEETINGS per Project Selection Criteria 4 on page 22.
 - Photos of RESIDENTS actively providing ideas are preferred. The photos do not need to include every RESIDENT that participated. Include a caption that provides the date and location of the MEETING.
2. Provide one signed Copyright License Agreement (see next page) from the APPLICANT that will cover all photos. The Copyright License Agreement does not need to be signed by the AUTHORIZED REPRESENTATIVE.

PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

California Department of Parks and Recreation
Statewide Park Program

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.
(Filled out by OGALS)

ITEM DESCRIPTION

SPP photos and/or videos

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, (printed name of person signing) _____, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY (Sign name here)	DATE	BY (Filled out by OGALS)	DATE
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF PERSON SIGNING	
ADDRESS		TITLE	DISTRICT/SECTION
CITY/STATE/ZIP CODE		State of California Department of Parks and Recreation	
PHONE NO.	EMAIL	PHONE NO.	EMAIL

DPR 992A (New 3/2003)(Excel 3/28/2003)

PROJECT SITE LOCATION MAP(S) (CHECKLIST #13)

- Provide a map showing highway and street access to the PROJECT SITE.
- Ensure the PROJECT SITE is clearly shown on the map.

NON-PROFIT REQUIREMENTS (CHECKLIST #14)

This section is only for NON-PROFIT organization APPLICANTS. Provide items 1-3 below:

1. Letter of Determination from the Internal Revenue Service indicating current 501(c)(3) status (the NON-PROFIT Agency name on the 501(c)(3) letter from the IRS must match the APPLICANT Name on the PROJECT APPLICATION Form)
2. First two pages of the NON-PROFIT'S most recently filed federal 990 forms
3. Print page from Office of Attorney General's "Registry of Charitable Trusts" showing a "Current Status." Link: <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>

The following are not required in the APPLICATION. OGALS reserves the right to request the following four items at any time during the review process:

- Articles of Incorporation
- Mission Statement
- Income statement showing revenue and expenditure projections for the next calendar or fiscal year
- Balance sheet showing assets and liabilities for most recent fiscal year

CONSERVATION CORPS CONSULTATION PROCESS (CHECKLIST #15)

Public Resources Code Section 5646(c) states "The project will enhance workforce development and employment opportunities, utilize members of the California CONSERVATION CORPS or certified CONSERVATION CORPS, if available, or accommodate OUTDOOR LEARNING OPPORTUNITIES for school pupils or at-risk youth in the service area."

The California CONSERVATION CORPS (CCC) and the California Association of Local CONSERVATION CORPS (CALCC) developed this consultation process:

1. For maximum points for Criteria #5.C, APPLICANTS must contact **both** the CCC and CALCC as early as possible before the APPLICATION deadline to obtain the required "Corps Consultation Review Document." The document and guidance can be provided by the contacts below.
2. Email the "Corps Consultation Review Document" to **both** the CCC and CALCC emails below. Include a copy of the emails.
3. After completing their consultation process, provide the "Corps Consultation Review Document" in this APPLICATION submittal.

Consultation Contacts: CONSERVATION CORPS Consultation Email:
Prop68@ccc.ca.gov Phone: (916) 341-3272

California Association of Local CONSERVATION CORPS Consultation
Email: Inquiry@Prop68CommunityCorps.org Phone: (916) 426-9170 x4

III. Eligible Costs

This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT.

ACQUISITION Costs

The following chart provides examples of ELIGIBLE COSTS for ACQUISITION.

ACQUISITION COSTS (Up to 100% of GRANT Amount)	EXAMPLES
Purchase price of the property and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> • Appraisals, surveys • Preliminary title reports • Title insurance fees • Escrow fees and purchase price • Relocation costs: costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277. <ul style="list-style-type: none"> ○ If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277. • Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. • PROJECT/GRANT administration and accounting

DEVELOPMENT Costs

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS.

PRE-CONSTRUCTION is the phase that includes planning, DESIGN, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS occur:

- during the planning, DESIGN, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary PRE-CONSTRUCTION phase has concluded.

PRE-CONSTRUCTION AND CONSTRUCTION COSTS

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION and CONSTRUCTION COSTS.

PRE - CONSTRUCTION COSTS (Maximum 25% of GRANT amount)	ELIGIBLE COSTS EXAMPLES
<p>Costs incurred during the planning, DESIGN, and permit phase of the PROJECT, <u>before</u> construction begins.</p>	<ul style="list-style-type: none"> • Community based planning MEETINGS /focus groups/DESIGN workshop costs. May include multi-lingual translation, materials etc. • Plans, specifications, construction documents, and cost estimates • Permits • CEQA • SITES Certification or LEED Certification • Premiums on hazard and liability insurance to cover personnel or property • Fidelity bond premium cost • Bid packages • Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. • PROJECT/GRANT administration (excluding GRANT writing) and accounting.

CONSTRUCTION COSTS (Up to 100% of GRANT Amount)	ELIGIBLE COSTS EXAMPLES
<p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<ul style="list-style-type: none"> • Site preparation, grading, gutting, demolition • Foundation work • Purchase and installation of permanent equipment: playground equipment, benches, signs, display boards, sounds systems, video equipment, etc. • Construction supplies and materials: may be drawn from central stock if claimed costs are no

<p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<p>higher than supplies or materials purchased elsewhere.</p> <ul style="list-style-type: none"> • Construction equipment owned by GRANTEE: equipment owned by the GRANTEE may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor. • Construction equipment rented or purchased by GRANTEE: equipment may be rented or purchased, whichever is the most economical use of GRANT funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE. (Rental rates published by the California Department of Transportation may be used as a guide.) The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT. • Construction management: including site inspections, scheduling mobilization, directing equipment, materials, and construction personnel. • Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. • PROJECT/GRANT administration and accounting • Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, communications and landscape establishment periods.
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INELIGIBLE COSTS

INELIGIBLE COSTS	EXAMPLES OF INELIGIBLE COSTS
Cannot be charged to the GRANT	<ul style="list-style-type: none"> • Outside PARK/PROJECT SITE boundaries: streets, traffic lights, or other infrastructure not located within the PARK/PROJECT SITE. • Outside the GRANT PERFORMANCE PERIOD: costs incurred before or after the GRANT PERFORMANCE PERIOD. • PROJECTS imposed on an APPLICANT through legal mitigation • Indirect costs: overhead business expenses <u>of the GRANTEE'S fixed or ordinary operating costs:</u> (rent, mortgage payments, property taxes, utilities, office supplies). • Fundraising • Food • GRANT Writing • Operation and Maintenance, moveable equipment • Record keeping discrepancies <ul style="list-style-type: none"> ○ Charging employee services without documentation of actual time spent on the PROJECT ○ Lack of source documents (no evidence of invoices, bid process, payment receipts, etc.) ○ See GRANT ADMINISTRATION GUIDE'S "Accounting Requirements" for additional guidance

IV. Appendices

TECHNICAL ASSISTANCE FOR APPLICANTS

This page summarizes the technical assistance available to APPLICANTS.

To ensure a fair process, OGALS' SPP experts will provide all APPLICANTS with correct and consistent guidance.

OGALS' SPP experts have experience gained through reviewing 1,827 statewide APPLICATIONS requesting \$7.69 billion through SPP ROUNDS 1-4.

All statewide APPLICANTS are encouraged to access the following:

APPLICATION Workshops by OGALS

For each ROUND, APPLICATION Workshops will be offered. OGALS' SPP experts will give a page-by-page review of this APPLICATION Guide. The workshops are highly interactive. Questions are encouraged to promote an exchange of ideas.

Access to Program Experts

OGALS' SPP experts will strive to give outstanding customer service to all APPLICANTS. APPLICANTS are encouraged to call, email, or schedule meetings when guidance is needed. A list of OGALS' SPP experts will be available at parks.ca.gov/spp.

Application Guide

Includes a technical assistance section with additional Project Selection Criteria guidance and examples about how to be competitive. Also see the Competitive Chart at parks.ca.gov/spp.

Assistance with Incomplete APPLICATION Documents

OGALS may contact APPLICANTS to explain what corrections are needed. OGALS does not automatically disqualify an APPLICATION if a document is incomplete or needs a correction with the exception of the Project Selection Criteria.

OGALS' SPP experts can also preview documents before the APPLICATION deadline.

Strengths and Weaknesses

APPLICANTS that do not receive a GRANT award can get "strengths and weaknesses" feedback based on the Project Selection Criteria at the end of the ROUND. This feedback is useful to APPLICANTS if another ROUND of funding is available.

Grant Administration Workshop

APPLICANTS who receive a GRANT award will attend a mandatory GRANT administration workshop. During the workshop, OGALS and DPR auditors will provide an in-depth review of the GRANT ADMINISTRATION GUIDE that explains the requirements and forms necessary for administration. OGALS staff are also available to answer administrative questions through PROJECT COMPLETION.

PROJECT SELECTION CRITERIA GUIDANCE

This section gives examples and advice for Project Selection Criteria 1 through 9 found on pages 17 to 33.

PROJECT SELECTION CRITERIA #1 {CRITICAL LACK OF PARK SPACE} ON PAGE 17 and PROJECT SELECTION CRITERIA #2 {SIGNIFICANT POVERTY} ON PAGE 18

For APPLICATION to be eligible:

The community within PROXIMITY of the PROJECT SITE **must meet one** of the following conditions based on the Community FactFinder Report:

- Has a ratio of less than 3 acres of PARK SPACE per 1,000 RESIDENTS **OR**
- Is below the MEDIAN HOUSEHOLD INCOME THRESHOLD, which means it is a disadvantaged community as defined by subdivision (g) of §75005 of the Public Resources Code. See Project Selection Criteria 2(A).

Only one of the above conditions must be met for the APPLICATION to be eligible.

Purpose of the Community FactFinder:

The use of the half-mile radius helps steer APPLICANTS towards placing PROJECTS in areas that best meet the program's highest priority. The Community FactFinder's half-mile radius uniformly quantifies the ratio of PARK SPACE per 1,000 RESIDENTS, number of RESIDENTS below poverty, and median household income in PROXIMITY to PROJECTS using consistent data available statewide. If the radius were larger, it could encompass higher income areas, or greater PARK acreage areas, which would disadvantage or disqualify many statewide APPLICATIONS.

- It is understood that some PROJECTS may attract visitors who live outside the half-mile radius and are able to travel from greater distances to the proposed PROJECT SITE. This may be described in Project Selection Criteria 9(A and B) on page 33.
- Describe CHALLENGES not captured by the Community FactFinder in Criteria 9(A) on page 33.

How to select a competitive PROJECT SITE:

A Community FactFinder Handbook and video tutorial at parks.ca.gov/spp includes visual examples and tips to select a competitive origin of the half-mile radius. Review A-C below, before submitting the final Community FactFinder Report.

- A) A new Community FactFinder Report must be created for this ROUND.
- B) The push pin is located in or on the proposed PARK's boundary.
- C) The response to Project Selection Criteria #1-2, submitted with the APPLICATION, matches the Community FactFinder Report.

PROJECT SELECTION CRITERIA #3 {TYPE OF PROJECT} ON PAGE 20

For the APPLICATION to be eligible, the proposed PROJECT must create at least one NEW RECREATION OPPORTUNITY.

NEW PARKS

- Qualifies as a NEW PARK: Land zoned or designated to become a PARK, **but** not yet developed and open to the public prior to the current ROUND'S SPP APPLICATION due date.
- Does not qualify as a NEW PARK: Land developed and open to the public as a PARK or ADJACENT to an EXISTING PARK before the SPP APPLICATION due date. If there is an EXISTING PARK next to or across the street from the PROJECT, regardless of which agency owns the EXISTING PARK, the PROJECT will qualify as an EXPANSION.
- In built-out communities, a NEW PARK can be created by acquiring and demolishing a blighted building. Or, a street can be vacated and permanently redeveloped into a PARK.

EXPAND EXISTING PARKS

- To EXPAND an EXISTING PARK, the PROJECT will acquire or develop land that is currently not part of the ADJACENT EXISTING PARK boundary. This includes adding new acreage of PARK SPACE that is easily accessible next to or across the street from an EXISTING PARK, regardless of which agency owns the EXISTING PARK.
- If a PROJECT will EXPAND an EXISTING PARK, the APPLICANT has the option but is not required to also improve the EXISTING PARK area. The APPLICATION will qualify and score as EXPAND an EXISTING PARK for this criteria.
- If an EXPANSION is proposed to increase the PARK boundary, provide an explanation about the current use and ownership of the EXPANSION property.

RENOVATE EXISTING PARKS

- The PROJECT must add or RENOVATE a RECREATION FEATURE. Examples of RECREATION FEATURES are listed on page 7.

If there is a combination of RENOVATION and new RECREATION FEATURES, make sure that the list is consistent with the GRANT SCOPE/Cost Estimate Form.

Including a community center or gymnasium building in NEW, EXPANDED, or EXISTING PARKS:

- If the PROJECT will create a new, or increase the square footage of, an existing recreation building, at least half of the entire PARK must be designated for outdoor recreation and open space.
- The intent of this program is to create, EXPAND, or improve PARKS. Community centers not in, or ADJACENT to a PARK, are ineligible.
 - Improving an existing community center that is not in a PARK is ineligible.
 - The construction of a new community center that is not part of a NEW PARK, or next to an EXISTING PARK, or in an EXISTING PARK, is ineligible.

PROJECT SELECTION CRITERIA #4(A) {COMMUNITY BASED PLANNING} ON PAGE 22

Review the “Designing Parks Using Community Based Planning” document for additional insights and guidance for Project Selection Criteria #4. This document is available under “Technical Assistance” at www.parks.ca.gov/spp

Effective, highly used and safe PARKS are designed using significant community input. APPLICANTS are encouraged to partner with community based organizations that can help engage the RESIDENTS during the community based planning MEETINGS.

The purpose of having MEETINGS is to promote a group dynamic, with participants building upon the ideas of one another. Engaging and interactive group discussions can lead to a more in-depth understanding of what the RESIDENTS need.

A survey may be used during the process as a tool, but by itself, a survey will not qualify as a MEETING.

See www.parks.ca.gov/spp for past examples of creative MEETINGS use for PARK planning and DESIGN, such as:

- Focus groups
- DESIGN workshops
- PARK DESIGN activities with students at the schools nearest to the PROJECT

MEETINGS that are further than a half mile from the PROJECT SITE may be questioned for their convenience considering RESIDENTS who live in PROXIMITY. Schedule convenient locations and times for the RESIDENTS using cost effective approaches, such as:

1. MEETING locations preferably within walking distance for the RESIDENTS, such as “sidewalk MEETINGS” at the proposed PROJECT SITE. APPLICANTS or a partnering community group can set up a banner, easels, and tables on a Saturday morning and knock door-to-door inviting RESIDENTS to join neighbors and discuss PARK DESIGN ideas. In previous ROUNDS, APPLICANTS reported that MEETINGS at the PROJECT SITE were exceptionally beneficial for the following: 1) participants gained a better sense of the PROJECT SITE and 2) attracted passersby to join.
2. In addition to MEETINGS at the PROJECT SITE, neighborhood/community based organizations and schools may let you use their MEETING space.
3. Have MEETINGS where RESIDENTS will already be present. For example, facilitate MEETINGS with students in their classes or add to the agendas of neighborhood/community based organization MEETINGS where RESIDENTS will be available. Use community festivals, cook-outs, and other events that attract RESIDENTS.
4. Schedule multiple MEETINGS to accommodate RESIDENTS with different employment and family schedules, including weekend or evening hours.

It is important that the response includes the start and end times for the community based planning MEETINGS, that they occurred **AFTER** June 5, 2018, in order to receive points, and an explanation as to **why** the MEETING locations and times were convenient for RESIDENTS who live in PROXIMITY.

In-Person MEETINGS:

If this is a new PROJECT SITE that was not from ROUND 4, in-person MEETINGS are required. In-person MEETINGS that also have video conference capability, for additional RESIDENTS to join, are allowed. However, to qualify as an in-person MEETING, some RESIDENTS must attend the MEETING in person.

As background, SPP ROUNDS 1-3 required in-person MEETINGS. ROUND 4 2020 MEETINGS occurred during the state's Stay-at-Home Order due to the COVID-19 pandemic. Remote video conference MEETINGS were allowed only during this period.

Repeat PROJECT SITES:

For repeat PROJECT SITES of non-funded ROUND 4 APPLICATIONS, no additional MEETINGS are necessary if the response to Criteria #4C Goals 1-3 will still maintain the integrity of ideas that originated from the RESIDENTS.

MEETINGS Before June 5, 2018:

It is recognized that in some cases the PROJECT may be driven by a general or PARK master plan process. MEETINGS may have occurred years ago before June 5, 2018. These MEETINGS may be listed for historical reference. However, they will not count towards Criteria #4A points for having MEETINGS after June 5, 2018. If a potential PROJECT concept is driven by a previous plan, the APPLICANT can present the plan to current RESIDENTS and request feedback using Criteria #4C Goals 1-3 on page 25. To obtain maximum points, the APPLICANT will include feasible ideas in the PROJECT'S DESIGN from MEETINGS after June 5, 2018.

PROJECT SELECTION CRITERIA #4(B) {COMMUNITY BASED PLANNING} ON PAGE 23

Inviting the RESIDENTS is an important factor for attendance. If they do not know about the MEETINGS, they will not come. Involving a BROAD REPRESENTATION of RESIDENTS to DESIGN the PARK ensures that it will meet the diverse needs of the community.

- Different types of methods can be used to invite and encourage RESIDENTS to participate. Each of the following examples would count as one method:
 1. Providing incentives to attend is a technique that agencies have used to increase turnout. Make the incentives clear in the invitations.
 2. Partner with community leaders and organizations to assist with outreach.
 3. Post flyers in high foot traffic areas such as bus stops, major intersections, stores, schools, community centers, and libraries. Provide invitations and MEETING materials in predominantly spoken languages in the community. If needed, have an interpreter present at MEETINGS.
 4. Door-to-door in-person invitations.
 5. Mail invitations that may include surveys (same language idea noted above).
 6. Notices distributed at local schools.
 7. Scheduling one or more MEETINGS where RESIDENTS will already be present counts as one method for inviting RESIDENTS.
- The cumulative effect of the MEETINGS should result in a BROAD REPRESENTATION of RESIDENTS. For example, MEETINGS with youth at a school, older adults at a center, or parents at a PTA MEETING may not get you a BROAD REPRESENTATION in each MEETING, but when each MEETING is added with others, the combination does.
- It is important to identify the number of RESIDENTS as well as age groups that participated in the combined set of MEETINGS. General descriptions are allowed such as “adults 55+”, “teens”, “pre-teens, 10-12”, “families with small children”, etc.

PROJECT SELECTION CRITERIA #4(C) {COMMUNITY BASED PLANNING} ON PAGE 24

Structure the MEETINGS following the minimum goals of Criteria 4(c) starting on page 24. For suggestions regarding RECREATION FEATURE(S) selection and DESIGN ELEMENTS, see the [Designing Parks Using Community Based Planning](#) webpage.

Goal 1

- For Goal 1 (A), RESIDENTS select their preferred RECREATION FEATURE(S). See the 3 point scoring description on page 25. Keep in mind that “not limited to a few predetermined options presented by the APPLICANT” means the RESIDENTS were given a blank slate as a starting point. Using easels or other means for the RESIDENTS to provide visuals (e.g. sketches) of their ideas is an effective way to enable the RESIDENTS to DESIGN the PARK. Encourage children to share ideas by providing them with pictures, stickers and art materials or other tools during MEETINGS. Previous APPLICANTS have reported that some of the best ideas came from children.
 - The response must describe the process for how RESIDENTS were enabled to “...identify, prioritize, and then select” RECREATION FEATURES.
- For Goal 1 (B), as a reminder, describe the process for how the MEETING was facilitated for detailed DESIGN ELEMENTS ideas for RECREATION FEATURES(s).
- For Goal 1 (C), the list for the DESIGN ELEMENTS of the selected RECREATION FEATURES should represent detailed DESIGN ideas, such as theme, color, size, shape, and number.
 - Examples of different playground DESIGN ELEMENTS that enrich PARK use could be nature play, swings, rope climbing, or musical play equipment, etc.
 - Examples of DESIGN ELEMENTS for athletic courts and fields could include feedback from athletes and coaches on the type of surfacing, space, scoreboard, netting, fencing, lighting, sun orientation, and safety ideas. For example, a full vs. half court, type of backboard and goal standards, including three point and other lines, and surfacing are examples of different court DESIGN ELEMENTS that can improve the experience.

Goal 2

- For Goal 2 (A), as a reminder, describe how RESIDENTS were enabled to provide their ideas for the location of the RECREATION FEATURES within their PARK. RESIDENTS often have practical ideas about locating RECREATION FEATURES
- For Goal 2 (B), list the reasons why RESIDENTS chose where to have RECREATION FEATURES located. For example, the RESIDENTS chose soccer fields to be located on the opposite side of homes to minimize noise for the surrounding neighborhood. Only list accepted ideas that will be included in the proposed PROJECT.

- RESIDENTS' ideas about the location of the proposed RECREATION FEATURES may also be used for Meeting Goal 3 - Safety and Beautification. For example, a parent suggests that playgrounds be located further away from streets or near spectator bleachers for safety reasons.

Goal 3

- For Goal 3 (A) Safety: As a reminder, describe how RESIDENTS were enabled to provide their ideas for designing the PARK for safety.
- For Goal 3 (B) PARK Beautification: As a reminder, describe how RESIDENTS were enabled to provide their ideas for PARK beautification. Only list accepted ideas that will be included in the proposed PROJECT.
- For Goal 3 (C) Safety and Beautification: Only list accepted ideas that will be included in the proposed PROJECT. To be eligible for the GRANT, the response must include RESIDENTS' ideas for safe public use that will be included in the proposed PROJECT.
 - RESIDENTS' ideas about public art or other PARK beautification ideas may also be used for Project Selection Criteria 5 and 9(B). For example, RESIDENTS suggested an art mural at the snack shack to be created by local high school art students.

The community based planning process can also be used to obtain RESIDENTS' input on the topics detailed in Criteria 5 through 9.

To help the RESIDENTS prioritize the selection of their preferred RECREATION FEATURE(S), make budget limitations and projections clear to RESIDENTS. The MEETINGS will take place before the APPLICATION is sent to OGALS. Make it clear to RESIDENTS that this program may be highly competitive, funding is not guaranteed, and be prepared to discuss other options.

PROJECT SELECTION CRITERIA #5 {EMPLOYMENT OR VOLUNTEER OPPORTUNITIES} ON PAGE 26Resident Employment or Volunteers

This criteria encourages giving RESIDENTS a sense of ownership to increase the use, safety, and care for their PARK. This also provides opportunities to help build resumes for career pathways.

A combination, or just one, of these meaningful examples can be used to benefit at least twenty RESIDENTS and/or CORPSMEMBERS to obtain the 3 points:

- Outreach to RESIDENTS during community based planning (youth leadership and community organizing)
- MEETINGS assistance
- Plant trees in the PARK
- Make art tiles and add them to walls or walkways in the PARK
- Paint murals or install mosaics
- Training for RESIDENTS provided by contractors
- Create a community garden
- Create or restore natural habitat
- Other employment or volunteer OUTDOOR LEARNING OPPORTUNITIES with designing, landscaping, or constructing the park.

For example, 5 youth taught to lead community based planning, landscaping by 5 CORPSMEMBERS, and 10 RESIDENTS creating public art reaches the goal of benefiting 20 RESIDENTS and/or CORPSMEMBERS.

The employment or volunteer opportunities must occur by PROJECT COMPLETION. (Not long term operation/programs after PROJECT COMPLETION.)

- The employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for the RESIDENTS and/or CORPSMEMBERS need to be specific to the PROJECT scope. This means during the PRE-CONSTRUCTION DESIGN phase, or construction phase, only. The list above includes 9 examples that would receive points.
- No points will be given for long term operation and maintenance after PROJECT COMPLETION.

CONSERVATION CORPS Consultation Process

Use of the Corps Consultation Process is voluntary. However, to receive the 3 points for Criteria #5.C, APPLICANTS must contact **both** the CCC and CALCC as early as possible before the APPLICATION deadline. Use the instructions on page 54, Checklist item #15. It is recommended that consultation begin more than one month prior to the APPLICATION deadline. If either the CCC or CALCC offers to work on the PROJECT, but the APPLICANT does not agree to use any of the CONSERVATION CORPS' offered services, 0 points will be awarded. Each ROUND requires a new Corps consultation.

**PROJECT SELECTION CRITERIA #6 {PARTNERSHIPS OR COMMITTED FUNDING}
ON PAGE 28**

Time period: To receive up to three points, the partnership contributions will occur between June 5, 2018, until PROJECT COMPLETION. **Do not include program operation and maintenance after PROJECT COMPLETION.** Only list partnerships related to the PROJECT'S DESIGN (community based planning), PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION phase (such as public art or landscaping).

Partnerships or COMMITTED FUNDS need to be specific to the PROJECT by providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION as listed on page 28 of the APPLICATION Guide.

HEALTH Partnership:

HEALTH ORGANIZATION is broadly defined to mean a government, foundation or community based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social and mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

To form new partnerships with the HEALTH sector, APPLICANTS may want to consider local HEALTH departments, HEALTH insurance companies or local hospitals and clinics, NON-PROFIT HEALTH advocates or community based organizations, and even statewide or national HEALTH foundations.

The California Center for Public Health Advocacy estimates that inactivity and obesity cost California over forty billion dollars annually through increased health care costs and lost productivity due to obesity-related illnesses. The California Legislature declared in Public Resources Code §80001 (a)(5) that investments in infrastructure improvements to promote physical activity would result in significant savings.

Partnerships involving the HEALTH sector are encouraged. California's Statewide Comprehensive Outdoor Recreation Plan (SCORP) has identified PARK and HEALTH ORGANIZATIONS as having mutual goals for using recreation to improve HEALTH and wellness. [ParksforCalifornia.org](https://parksforcalifornia.org).

There is no point advantage for greater amounts of COMMITTED FUNDS. Cash contributions are not required to receive the maximum 3 points.

Partners can donate volunteer services or materials without a cash contribution. For example: a partner assisting with outreach and MEETINGS with RESIDENTS (see Criteria #4 Project Selection Criteria Guidance) can count as one point, a partner contributing materials can count as a second point, and a partner leading a PARK beautification effort such as public art can count as a third point.

Other examples can include partial or full donation of land, and grants or other funding contributions from an agency other than the APPLICANT until PROJECT COMPLETION.

PROJECT SELECTION CRITERIA #7(A) {ENVIRONMENTAL DESIGN} ON PAGE 29

Criteria 7(A)(3)

- A potential resource guide for recycled material content is available at the CalRecycle website: calrecycle.ca.gov.
- “Separation and recycling of recoverable materials” may include the recycling of demolished buildings, concrete, wood, or steel that will be removed when creating a NEW PARK.

Criteria 7(A)(4)

- The “California Invasive Plants Inventory” published by the California Invasive Plant Council may be helpful: cal-ipc.org/plants/inventory.
- The response for landscaping must include both a discussion of how the landscaping minimizes the use of toxic pesticides **AND** inorganic fertilizers for maximum ranking for Criteria #7A.4.

PROJECT SELECTION CRITERIA #7(B) {ENVIRONMENTAL DESIGN} ON PAGE 30

In addition to the four sustainable techniques that are listed in Criteria 7(A), the PROJECT will need to include three more techniques for efficient use of energy, water, and other natural resources, to obtain the maximum 7 points.

Other techniques include but are not limited to:

1. Create iconic “place-making” with native vegetation landscapes and locally crafted RECREATION FEATURES.
2. Create RECREATION FEATURES using locally sourced materials to reduce environmental impacts from global transportation.
3. Replace blighted property with a PARK to beautify the community.
4. Create a recreational greenbelt or trail within the PROJECT SITE that also serves as off-street commuting and interconnectivity between neighborhoods
5. Use of rapidly renewable (harvested within a ten-year cycle) building materials; agrifiber, linoleum, wheatboard, strawboard, bamboo, and wool or cotton insulation.
6. Use of certified wood (environmentally responsible forest management certified by the Forest Stewardship Council)
7. Reduce urban heat island effects
8. Preserve special status trees. Preserve and restore native wildlife habitat
9. Protect and restore riparian and wetland buffers
10. Repair or restore damaged or lost streams, wetlands, and coastal habitat
11. For buildings, any of the following qualifies. a) Energy efficient outdoor lighting, solar tubes, and skylights for indoor lighting. b) DESIGN and locate buildings considering sun orientation for heating, cooling and lighting needs. c) Minimize building heating and cooling requirements with vegetation on roof-tops or use of shade trees. d) Comprehensive building insulation. e) Cooling/heating system efficiency f) Low flow water fixtures.

PROJECT SELECTION CRITERIA GUIDANCE

PROJECT SELECTION CRITERIA #7(B)(1) {GREENHOUSE GAS EMISSIONS REDUCTION AND CARBON SEQUESTRATION} ON PAGE 30

PROJECT SELECTION CRITERIA #7(C) {SITES OR LEED CERTIFICATION} ON PAGE 31

PROJECT SELECTION CRITERIA #7(B)(1) {GREENHOUSE GAS EMISSIONS REDUCTION AND CARBON SEQUESTRATION} ON PAGE 30

If the PROJECT involves tree planting, provide an estimate of the number of trees to be planted and any other details regarding tree planting known at the time of APPLICATION. If the GRANT is awarded, and before PROJECT COMPLETION, GRANTEES may be required to report the following information about the PROJECTS:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

The i-Tree site at planting.itreetools.org. may be used as a measurement tool for GRANTEES.

If the PROJECT does not involve tree planting, state “the PROJECT does not involve tree planting” in the response to Project Selection Criteria 7(B)(1) and select an alternate technique. Examples for alternative techniques are listed on the previous page above.

PROJECT SELECTION CRITERIA #7(C) {SITES OR LEED CERTIFICATION} ON PAGE 31

SITES-certified landscapes

- Help reduce water demand, filter and reduce stormwater runoff, provide wildlife habitat, reduce energy consumption, improve air quality, improve human HEALTH and increase outdoor recreation opportunities.
- Information on the SITES program is located at: sustainablesites.org/certification-guide.

LEED Certified Buildings

- Includes construction or RENOVATION of a building larger than 2,000 gross square feet can achieve LEED Certification.
- Information on the LEED program is located at usgbc.org.

PROJECT SELECTION CRITERIA GUIDANCE

PROJECT SELECTION CRITERIA #8(A) AND (B) {HOURS OF OPERATION} ON PAGE 32

PROJECT SELECTION CRITERIA #8(C) {PUBLIC USE FEES} ON PAGE 32

PROJECT SELECTION CRITERIA #8(A) AND (B) {HOURS OF OPERATION} ON PAGE 32

For the APPLICATION to be eligible, hours of operation following PROJECT COMPLETION must accommodate DAILY ACCESS.

Hours of Operation: Holidays are excluded from DAILY ACCESS considerations. Weather is also excluded because weather (such as snow) cannot be controlled.

PROJECT SELECTION CRITERIA #8(C) {PUBLIC USE FEES} ON PAGE 32

Fees: Fees can be a barrier for access. APPLICANTS are encouraged to find partners or have an operation plan that will offset the need to charge fees to the general public for PROJECTS funded by this program.

To compare daily fees with monthly fees, the daily fee will be multiplied by 30. For example, if the daily entrance fee is \$1, it would be calculated as \$30 per month for DAILY ACCESS.

- **Fees for specific RECREATION FEATURES including entrance, reservation, activity/program, and league registration fees:** If the public will be charged a fee(s) to use the PROJECT'S highest cost RECREATION FEATURE, list each fee.
 - If a fee(s) will be charged at all times to use the RECREATION FEATURE, the fee(s) will be considered when evaluating DAILY ACCESS. For example, if a soccer field is the PROJECT'S highest cost RECREATION FEATURE, and only soccer teams will be able to use the field by permit, then the permitting fee plus fees charged to join the team/league will be considered when evaluating DAILY ACCESS.
 - Using the same soccer field example, if the public will be able to use it without paying during certain time periods, describe what day(s) and times it will be free.
 - If the majority of the GRANT will fund one or more RECREATION FEATURES that will be free during all times when the PARK is open, the \$0 charge for DAILY ACCESS will be considered. Clarify this in the response to Project Selection Criteria 8(C).
- **Fees based on residency:** GRANTEES **cannot** apply differences in admission, or other fees, based on residence for state-funded PROJECTS.
- **Fees based on income:** For the purposes of this program, the entrance or membership fee will be calculated based on what any person would pay to be able to use the PARK before having to prove they are affected by poverty. APPLICANTS should consider members of the public affected by poverty as the baseline for determining what the fee will be for everyone.
- **Parking fees:** The parking fee will count as a DAILY ACCESS entrance fee, if the only way to enter the PARK is by driving. If applicable, explain how pedestrians can easily enter the PARK without paying an entrance fee.
- **Rental fees for parties or other special functions:** Rental costs that are not part of a facility's usual daily entrance fees are excluded from the fee calculation.
- **Fixed fee rate during the 30 year CONTRACT performance period:** GRANTEES must contact OGALS if inflation affects the rate in this criteria over the 30 years.

PROJECT SELECTION CRITERIA #9(A) {CHALLENGES} ON PAGE 33

Review the definition for CHALLENGES and use it as a guide to describe the community's story. Criteria 9(A) is the APPLICANT'S chance to describe the need for the PROJECT not covered by the data found in the Community FactFinder or the responses to Project Selection Criteria #1 through #8. There may be other circumstances affecting the need for the PROJECT in addition to the examples listed in the definition for CHALLENGES. If so, describe those circumstances as well. Numbers and statistics are not required.

PROJECT SELECTION CRITERIA #9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 33

PROJECTS that will meet multiple needs of youth, older adults, and families will be more competitive than ones that provide a single use for a more limited group. The community based planning MEETINGS with youth, older adults, and families should result in the DESIGN of a PARK that will benefit their HEALTH and quality of life. DESIGN the PARK to improve each of these conditions:

Recreational Conditions - to benefit the HEALTH and quality of life for youth, older adults, and families. PARKS can provide places for individual or team sports, jogging or walking, and other exercise that can improve HEALTH. PARKS can provide space for community gardens that can support intergenerational recreation, and fruits and vegetables grown by RESIDENTS in PARKS could support healthy eating.

Social Conditions - to benefit the HEALTH and quality of life for youth, older adults, and families. PARKS can support places where YOUTH AT HIGH RISK can be mentored, older adults socialize, and families bond.

Cultural Conditions - to benefit the HEALTH and quality of life for youth, older adults, and families. Performing arts facilities can support cultural recreation such as dance, theater, and music, which can improve the HEALTH and quality of life for all. Cultural conditions can be improved through public art in PARKS such as mosaics, murals, and sculptures that reflect and celebrate the history and diverse cultures of surrounding neighborhoods. Older EXISTING PARKS may have their own unique histories which can be told through public art.

Environmental Conditions - to benefit the HEALTH and quality of life for youth, older adults, and families. A NEW PARK can improve the appearance of a community by replacing blighted properties with green space and placemaking DESIGN. Beautification of EXISTING PARKS through landscaping or public art can also enhance the community's appearance. Environmental DESIGN techniques can also be used to improve the community's environment.

Educational Conditions - to benefit the HEALTH and quality of life for youth, older adults, and families. PARKS can support places where RESIDENTS can be tutored, coached, and taught a wide range of HEALTH and life skills. History of the area can be taught through panels or public art. The PROJECT's environmental DESIGN techniques can also be interpreted to show how energy and water can be conserved.

PROJECT SELECTION CRITERIA #9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 33

Economic Conditions – to benefit RESIDENTS’ HEALTH and quality of life. Consider the following for the “Economic” section of Project Selection Criteria 9 (B) on page 33.

Employment to Improve Economic Conditions

Skills that RESIDENTS and/or CORPSMEMBERS can gain through Project Selection Criteria 5 on page 26 may lead to new career pathways. Additionally, some PARKS will generate new long-term employment opportunities after PROJECT COMPLETION. Using the PROJECT to create career pathways for RESIDENTS affected by poverty can help advance solutions to prevent displacement.

Advancing Solutions that Prevent Displacement

Displacement may occur when the for-profit sector invests in real estate and RESIDENTS affected by poverty are priced out of their homes. To learn about displacement, review The Prevention Institute’s report titled [Healthy Development Without Displacement: Realizing the Vision of Healthy Communities for All](#). Housing-related anti-displacement strategies are listed on page 22 of the Prevention Institute’s report.

How can a PARK PROJECT advance solutions to prevent displacement?

PARK DESIGN MEETINGS (Project Selection Criteria 4 on page 23) can attract RESIDENTS, agencies, and organizations to work together, leading to innovative partnerships. If RESIDENTS are vulnerable to displacement, APPLICANTS may describe a partnership with an organization(s) that supports housing-related anti-displacement strategies.

During site visits for prior ROUNDS, the SPP team met RESIDENTS who shared excitement about the MEETINGS held in their neighborhoods for PARK DESIGN. RESIDENTS said the MEETINGS in their neighborhoods helped them feel connected with local government. It also helped them meet other neighbors with similar community service interests. When RESIDENTS work together to transform land into a vibrant PARK, it becomes a symbol of community pride and fosters a belief that they can make a difference with other issues in their neighborhoods.

PROJECT SELECTION CRITERIA #9(C) {READINESS} ON PAGE 33

APPLICANTS will demonstrate PROJECT readiness by completing and meeting the intent of all APPLICATION requirements listed in the APPLICATION Checklist per page 13.

PROJECT SELECTION CRITERIA REQUIREMENTS

To ensure there is a clear understanding of required deliverables for PROJECT COMPLETION, avoid discussing future phases in your response to the Project Selection Criteria/APPLICATION. Only discuss elements that will be completed within the GRANT PERFORMANCE PERIOD using the GRANT plus COMMITTED FUNDS.

If the GRANT is awarded, responses to the Criteria listed below will be included in a “PROJECT Status Report” sent to GRANTEES every six months until PROJECT COMPLETION. This serves as a reminder of what the APPLICANT committed to during the competitive process.

- Criteria 4(c) (RESIDENTS’ ideas that will be included)
- Criteria 5 (employment or learning opportunities)
- Criteria 7 (environmental DESIGN)
- Criteria 8 (fees and hours of operation)
- Criteria 9 (b) (PROJECT benefits)

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

ACQUISITION – to gain ownership of land or obtain a permanent easement. A lease or rental is not considered ACQUISITION.

ADJACENT – property next to or across the street from a PARK that existed before the APPROPRIATION DATE.

APPLICANT – an entity requesting GRANT funding through a competitive process.

APPLICATION – the required attachments listed in the APPLICATION Checklist on page 13.

APPROPRIATION DATE – begins on July 1 of the State fiscal year when program funding is authorized by the legislature.

AUTHORIZED REPRESENTATIVE – the position appointed by the APPLICANT’S governing body to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE can designate an alternate by informing OGALS in writing.

BROAD REPRESENTATION – inclusion of DESIGN ideas from RESIDENTS that may have different recreational needs, including youth, older adults, and families. Inclusion of people with disabilities, single adults, and immigrants are also encouraged. Sole involvement of an advocacy group or league likely to promote a specific RECREATION FEATURE does not meet this intent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) – as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.
opr.ca.gov/ceqa

CHALLENGES – conditions present in a community affecting the HEALTH and quality of life for YOUTH AT HIGH RISK, older adults, and families. Examples include a lack of safe and affordable recreational opportunities, low performing schools, poverty, high crime rates, brown fields, residential overcrowding, and physical barriers such as freeways and rivers disconnecting neighborhoods.

COMMITTED FUNDS – the APPLICANT has secured all additional funds needed to complete the PROJECT. Secured funds are cash in hand or having a CONTRACT or other binding agreement with another entity(s) obligating the additional funds. Future fundraising plans are not COMMITTED FUNDS.

CONSERVATION CORPS –

- California CONSERVATION CORPS (CCC) – a State workforce development program that employs 18-25 year-olds for environmental conservation or enhancement projects, fire protection, and emergency response. ccc.ca.gov
- California Association of Local CONSERVATION CORPS (CALCC) – non-profit organizations certified by the California CONSERVATION CORPS to provide community and conservation work, education, and job training. Mylocalcorps.org

CONSTRUCTION COSTS – costs incurred starting when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONCEPT LEVEL SITE PLAN - must show each distinct and separate RECREATION FEATURE and MAJOR SUPPORT AMENITY, consistent with what is listed on the GRANT SCOPE/Cost Estimate Form.

CONTRACT – an agreement specifying the GRANT obligations between the GRANTEE and DPR.

CORPSMEMBERS – youth enrolled in the California Conservation Corps and/or Community CONSERVATION CORPS, as defined by Public Resources Code 14507.5

COVERED PARKS – a large shade or snow protection structure over sports fields, courts, or playgrounds in areas of the State where weather would otherwise diminish seasonal outdoor recreation.

CRITICALLY UNDERSERVED COMMUNITY – an area within PROXIMITY of a PROJECT SITE that has a ratio of less than 3 acres of PARK SPACE per 1,000 RESIDENTS **or** is below the MEDIAN HOUSEHOLD INCOME THRESHOLD based on the response to Project Selection Criteria 1 or 2.

DAILY ACCESS – after PROJECT COMPLETION, youth, older adults, and families affected by poverty can use the PROJECT seven days a week with no fees or affordable fees.

DESIGN – preliminary PROJECT concepts and drawings achieved through the community based planning MEETINGS, before the completion of engineer/construction documents.

DESIGN ELEMENTS – detailed DESIGN ideas, for the function and appearance of a RECREATION FEATURE or MAJOR SUPPORT AMENITY. These can include, but are not limited to, theme, color, size, layout, shape, material, public art enhancements, or other structural enhancements, specific to the proposed RECREATION FEATURE or MAJOR SUPPORT AMENITY.

DEVELOPMENT – to construct a new RECREATION FEATURE or MAJOR SUPPORT AMENITY, or RENOVATION of an existing RECREATION FEATURE.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

DISTRICT – one of the following as defined in SPP legislation:

1. A recreation and PARK DISTRICT formed under Division 5 of the Public Resources Code, Chapter 4 (commencing with Section 5780).
2. A public utility DISTRICT formed under Division 7 (commencing with Section 15501) of the Public Utilities Code in a non-urbanized area that employs a full-time PARK and recreation director and offers year-round park and recreation services on lands and facilities owned by that district.
3. A memorial DISTRICT formed under Chapter 1 (commencing with Section 1170) of Division 6 of the Military and Veterans Code that employs a full-time park and recreation director and offers year-round PARK and recreation services on lands and facilities owned by that DISTRICT.
4. The Malaga County Water District exercising powers authorized under Section 31133 of the Water Code.
5. A community service DISTRICT formed under Division 3 (commencing with Section 61000) of Title 6 of the Government Code in a nonurbanized area that is authorized to provide public recreation as specified in subdivision (e) of Section 61100 of the Government Code.
6. A county service area or zone in the county service area, within the County of San Bernardino that is empowered to provide public PARK and recreation services pursuant to Chapter 2.2 (commencing with Section 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code, that is actually providing public PARK and recreation services that was reorganized prior to January 1, 1987, from a PARK and recreation DISTRICT to a county service area or zone.
7. A regional PARK DISTRICT formed pursuant to Division 5, Chapter 3, Article 3 (commencing with Section 5500) of the Public Resources Code.

ELIGIBLE COSTS – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through a fully executed CONTRACT.

EXISTING PARK – public land that includes open space with at least one officially designated RECREATION FEATURE and is open to the public for recreation before the APPROPRIATION DATE.

EXPAND/EXPANSION – the PROJECT will add PARK SPACE acreage to an existing ADJACENT PARK.

GRANT – amount of funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a CONTRACT with DPR for a GRANT funded by the Statewide Park Program.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

GRANT ADMINISTRATION GUIDE – the guidelines posted at parks.ca.gov/spp that provides requirements and forms for GRANT administration after an APPLICATION is selected for funding.

GRANT PERFORMANCE PERIOD – the period of time, starting with the APPROPRIATION DATE, when ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT. Dates for each ROUND will be posted at parks.ca.gov/spp.

GRANT SCOPE – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment. Also see the definitions of TOTAL PROJECT COST.

HEALTH –physical, mental, and social well-being, not merely the absence of disease.

HEALTH ORGANIZATION – a government, foundation or community based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social wellness, mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

JOINT POWERS AUTHORITY – an agreement between a City, County, and/or a DISTRICT to perform services, cooperate with, or lend powers for the operation and maintenance of PARK land. For a joint powers authority to be eligible, one of the following must be a member: a City, or a County, or an eligible DISTRICT.

MAJOR SUPPORT AMENITY – means either of the following:

1. A non-recreational facility proposed for the PARK such as a parking lot, restroom building, storage/maintenance building, snack shack/concession stand. These types of non-recreational facilities need to be listed on the GRANT SCOPE/Cost Estimate Form regardless of the estimated cost.
2. Improvements “throughout the PARK” for safety, beautification, or access, such as lighting, access pathways, signs, benches, landscaping, perimeter fencing, and security cameras that are not specific to a RECREATION FEATURE. These types of support amenities need to be listed on the GRANT SCOPE/Cost Estimate Form only if the estimated cost is \$50,000 or greater. See definition of MINOR SUPPORT AMENITIES if the estimated cost is less than \$50,000.

MEDIAN HOUSEHOLD INCOME THRESHOLD – the area located within a half mile radius of the PROJECT SITE is at or below 80% of the statewide median household income average, qualifying as a disadvantaged community as defined by Public Resources Code §75005(g). If the area located within a half mile radius of the PROJECT SITE is above 80% of the statewide average, it must have a ratio of less than 3 acres of PARK SPACE per 1,000 RESIDENTS to be eligible.

- The MEDIAN HOUSEHOLD INCOME THRESHOLD for the current ROUND will be posted at: parks.ca.gov/spp

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

MEETING – RESIDENTS worked together as a group in person with the APPLICANT or with the APPLICANT’S partnering community based organization(s) to DESIGN the PARK.

The type of MEETING can be creative, cost effective, and non-traditional. Formal public hearings are not required.

MINOR SUPPORT AMENITIES – permanent support items such as signs, benches, drinking fountains, fixed bicycle racks, trash receptacles, and tables estimated to cost less than \$50,000. Fold the cost of MINOR SUPPORT AMENITIES into the cost of RECREATION FEATURES.

NEW PARK – the PROJECT will create a PARK on property that was not open as a public PARK prior to the APPLICATION deadline and is not ADJACENT to an EXISTING PARK.

NEW RECREATION OPPORTUNITY – construction of a new RECREATION FEATURE. Or, for RENOVATION, an existing RECREATION FEATURE will be improved beyond its original condition.

NON-PROFIT – any entity qualified to do business in California under Section 501(c)(3) of Title 26 of the United States Code, and that has among its primary purposes any of the following:

- the recreational, vocational, educational, and other services to improve social and cultural conditions of a community,
- the preservation, protection, or enhancement of land or water resources in their natural, scenic, historical, agricultural, forested, or open-space condition or use,
- the provision of conservation and environmental education and other services to improve environmental conditions of a community.

OUTDOOR LEARNING OPPORTUNITIES – employment or volunteer activities for RESIDENTS or CONSERVATION CORPS members during community based planning and PROJECT DESIGN, or by PROJECT COMPLETION.

PARK – open space land for the general public’s physical and social HEALTH that provides at least one designated RECREATION FEATURE for nature appreciation, athletic activities, cultural enrichment, or other recreational activities.

- A PROJECT that is only for a stand-alone community center, that is not currently in a PARK or ADJACENT to a PARK, would be considered ineligible as SPP PROJECTS must create, EXPAND, or improve PARKS.
- School property is considered a PARK when there is a joint-use agreement and PARK signage indicating the general public is welcome to use a designated outdoor area, such as a schoolyard, for recreation during appropriate hours such as after-school, weekends, and summer.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

PARK SPACE – the size of the official PARK boundary determined by acres or fraction thereof.

PRE-CONSTRUCTION COSTS – costs incurred before construction during the planning, DESIGN, and permitting phase of the PROJECT, limited to 25% of the GRANT amount.

PROJECT – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form to be funded by the GRANT request plus COMMITTED FUNDS.

PROJECT COMPLETION – when the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT SITE – the entire PARK property. When using the California State Parks Community FactFinder, the origin of the half-mile radius can be located at any point within the boundary of the entire PARK.

PROXIMITY – the area located within a half mile radius of the PROJECT SITE.

RECREATION FEATURE – an element that provides active or passive recreational use.

RENOVATE/RENOVATION – construction to improve an EXISTING PARK to either increase public use, operating hours, public safety, energy or water conservation, accessibility compliance, or all the above. RENOVATION of a RECREATION FEATURE OR MAJOR SUPPORT AMENITY means all or a portion of the original structure will remain and be improved for public use in an EXISTING PARK.

RESIDENTS – the population living within a half mile of the PROJECT SITE including youth, families, and older adults.

ROUND – a distinct cycle of APPLICATIONS received and reviewed by DPR, through a competitive process.

SITE CONTROL – when the GRANTEE owns the PROJECT SITE, or has a permanent easement, or has a lease agreement or TURNKEY agreement approved by DPR, that allows for PROJECT COMPLETION and public use to fulfill the CONTRACT obligations.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

TURN-KEY PROJECT – a proposal by the APPLICANT to complete the PROJECT, and then transfer the GRANT CONTRACT obligations, only if approved by OGALS, to an eligible agency for long term operation and maintenance.

YOUTH AT HIGH RISK – CHALLENGES within the CRITICALLY UNDERSERVED COMMUNITY affecting the HEALTH and wellness of youth such insufficient recreational programs as positive alternatives to gangs, pollution, or a blighted environment.

“I made it a goal to walk two miles each day on this park’s track with a group of retired friends. Then I use the outdoor gym equipment. I lost many pounds. It is a positive movement to a healthy lifestyle.”



The creation of Salud Park in the City of Paramount is an example of this program’s legacy.

PROGRAM WEBSITE S: parks.ca.gov/spp | parksforcalifornia.org/communities

PART K-3
STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
GRANT CONTRACT

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Lancaster

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE EL DORADO PARK RENOVATION PROJECT NUMBER SW-19-068

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$8,413,446.00

City of Lancaster
Grantee

By Jason Caudle
Typed or printed name of Authorized Representative

Sp
Signature of Authorized Representative

Address 44933 Fern Avenue, Lancaster, CA 93534

Title City Manager

Date 2/28/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803058	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000005933			PROJECT NO. SW-19-068
AMOUNT ENCUMBERED BY THIS DOCUMENT \$8,413,446.00		FUND. Drought, Water, Cln Air, Cstl Prot, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$8,413,446.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW19068

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Lancaster (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$8,413,446, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2025.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

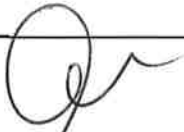
GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Lancaster
GRANTEE
By: 
Signature of Authorized Representative
Title: City Manager
Date: 2/28/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____